

1 or between such central offices and serving wire centers (SWCs); between SWCs and
2 interexchange carriers points of presence (POPs); between tandem switches and SWCs,
3 end offices, or tandems of BellSouth and the wire centers of BellSouth and requesting
4 carriers; (2) provides all technically feasible transmission capabilities such as DS1, DS3,
5 and Optical Carrier (OCn) levels that the competing carrier could use to provide
6 telecommunications, including the necessary electronics; (3) does not limit the facilities
7 to which dedicated interoffice transport facilities are connected, provided such
8 interconnections are technically feasible, or restrict the use of unbundled transport
9 facilities; and (d) to the extent technically feasible, provides requesting carriers with
10 access to digital cross-connect functionality in the same manner that the BellSouth offers
11 such capabilities to IXC's that purchase transport services. *See e.spire Agmnt., Att. 2, §*
12 *8.0.*

13
14 In addition, CLECs can use dedicated transport to provide any transmission-specific
15 service to the extent technically feasible.

16
17 With respect to common transport, BellSouth does the following: (1) provides common
18 transport in a way that enables the traffic of requesting carriers to be carried on the same
19 transport facilities that BellSouth uses for its own traffic; (2) provides common transport
20 transmission facilities between end office switches, between BellSouth's end office and
21 tandem switches; and between tandem switches in BellSouth's network; (3) permits
22 requesting carriers that purchase unbundled common transport and unbundled switching
23 to use the same routing table that is resident in BellSouth's switch; and (4) permits
24 requesting carriers to use common (or dedicated) transport as an unbundled element to
25 carry originating traffic from, and terminating traffic to, customers to whom the

1 requesting carrier is also providing local exchange service. *See* e.spire Agmnt., Att. 2, §
2 8.0.

3
4 In the *Second Louisiana Order*, the FCC found that BellSouth complies with the
5 requirements of this checklist item by making available dedicated and common transport
6 between end offices, between tandems, and between tandems and end offices.³ BellSouth
7 continues to make both dedicated and shared transport available to CLECs on a
8 nondiscriminatory basis and has procedures in place for the ordering, provisioning, and
9 maintenance of both dedicated and shared interoffice transport.

10
11 In addition to the types of local transport currently offered by BellSouth, a CLEC may
12 request new or additional unbundled transport elements using the BFR process. *See*
13 NewSouth Agmnt., GTC-A, § 6.0.

14
15 Q. ARE CLECS ORDERING LOCAL TRANSPORT?

16
17 A. Yes. As of March 31, 2001, BellSouth had provided 465 dedicated local transport trunks
18 to CLECs in Alabama. BellSouth has provided 10,907 dedicated trunks providing
19 interoffice transport to CLECs in its nine-state region as of that same date.

20
21 For common transport, specific counts of trunks providing service to CLECs cannot be
22 determined. This is because, as the name (common transport) implies, all trunks in a

³ Despite its favorable conclusion on BellSouth's provision of local transport, the FCC declined to approve this checklist item on the grounds that BellSouth had failed to make a prima facie showing that it provides nondiscriminatory access to OSS for the ordering and provisioning of dedicated and shared transport facilities. These issues are discussed in the testimony of Ron Pate.

1 given trunk group are available for carrying service for any carrier which uses that group,
2 including BellSouth and in some cases multiple CLECs. However, BellSouth can state
3 that as of from July 1999 to March 31, 2001, there were 16 CLECs in Alabama and 92 in
4 BellSouth's nine-state region using common transport to some degree.

5
6 **CHECKLIST ITEM 6: LOCAL SWITCHING**

7
8 Q. DESCRIBE BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM 6.

9
10 A. The Act requires BellSouth to offer access to "[l]ocal switching unbundled from
11 transport, local loop transmission, or other services." 47 U.S.C. § 271(c)(2)(B)(vi).
12 Local switching is the network element that provides the functionality required to connect
13 the appropriate originating lines or trunks wired to the main distributing frame ("MDF")
14 or to the digital cross connect panel to a desired terminating line or trunk. Local
15 switching encompasses line-side and trunk-side facilities, plus the features, functions and
16 capabilities of the switch. *See* NewSouth Agmnt., Att. 2, § 7.0.

17
18 BellSouth has procedures in place for the ordering, provisioning, and maintenance of its
19 switching services on a nondiscriminatory basis. *See* ICG Agmnt., Att. 2 § 7.0; e.spire
20 Agmnt., Att. 2, §7.1.1. The line-side facilities include the connection between a loop
21 termination at, for example, a main distributing frame, and a switch line card. 47 C.F.R.
22 § 51.319(c)(1)(i)(A). The trunk-side facilities include the connection between, for
23 example, trunk termination at a trunk-side cross connect panel and a trunk card. 47
24 C.F.R. § 51.319 (c)(1)(i)(B). The functionality of BellSouth's local circuit switching
25 offerings includes all of the features, functions and capabilities provided for the particular

1 port type, including features inherent to the switch and the switch software. Local circuit
2 switching also provides access to additional capabilities such as common and dedicated
3 transport, out of band signaling, 911, operator services, directory services, repair service,
4 as well as Advanced Intelligent Network (AIN) and similar capabilities.

5
6 Because BellSouth obligates itself to provide common transport, it, by definition,
7 provides CLECs with shared trunk ports, and the routing table that instructs the call to
8 follow a specified path. *See Second Louisiana Order*, ¶ 228 (“BellSouth is obligated to
9 provide shared trunk ports and the routing tables necessary to get to the shared trunk port
10 as a consequence of its legal obligation to provide shared transport.”)

11
12 In addition, if CLECs want unbundled switching in conjunction with dedicated transport,
13 CLECs likewise have access to BellSouth’s routing tables.

14
15 Q. DOES BELL SOUTH PROVIDE ACCESS TO VERTICAL SERVICES AND
16 FEATURES?

17
18 A. Yes. BellSouth’s local circuit switching offerings include access to the vertical services
19 and features the switch is capable of providing. All vertical features loaded in a circuit
20 switch are available to CLECs, whether or not BellSouth offers such features to its retail
21 customers. Features loaded but not activated and features not loaded in the circuit switch
22 may be requested through the BFR process. *See e.spire Agmnt.*, Att. 2, § 7.1.2; *Second*
23 *Louisiana Order*, ¶ 220 (“we find that a BOC can require a requesting carrier to submit a
24 request for such a vertical feature through a predetermined process that give the BOC an

1 opportunity to ensure that it is technically feasible and otherwise develop the necessary
2 procedures for ordering those features.”)

3
4 Q. DOES BELLSOUTH ACTIVATE CLEC NXX CODES IN BELLSOUTH’S
5 SWITCHES?

6
7 A. Yes. For successful call completion, each switch must recognize all active NXX codes in
8 order to determine where the call is to be routed. When a CLEC, or any other LEC,
9 obtains a new NXX code, BellSouth activates the code in its switches in accordance with
10 the FCC’s *Third Order on Reconsideration*, 12 FCC Rcd 12,460, ¶ 82. BellSouth
11 performs this function at no charge to the CLEC.

12
13 BellSouth provides an NXX activation Single Point of Contact (“SPOC”) to address
14 CLEC inquiries about NXX codes. Among other functions, the NXX SPOC coordinates
15 the activation of CLEC NXX codes within BellSouth’s network and provides a trouble-
16 reporting center for CLEC code activation.

17
18 Since its establishment, the NXX SPOC has successfully facilitated the NXX activation
19 process. The NXX SPOC provides CLECs with a positive report on the activation of all
20 of the CLEC’s NXXs that are activated in BellSouth’s network. If requested by a CLEC,
21 a written response is provided to the CLEC when BellSouth’s Complex Translations
22 Group has provisioned the NPA/NXX in the appropriate BellSouth switches and
23 BellSouth has completed mechanized Automatic Message Accounting (“AMA”) testing
24 and validation. Since it began operation, the NXX SPOC has tracked the provisioning
25 and testing of approximately 4,300 NXXs codes for facility-based CLECs and

1 Independent Telephone Companies and has been involved in the resolution of over 400
2 customer related routing troubles.

3
4 Q. DOES BELLSOUTH PROVIDE FEATURE GROUP D SIGNALING IN
5 CONJUNCTION WITH THE PROVISIONING OF UNBUNDLED LOCAL
6 SWITCHING?

7
8 A. Yes. BellSouth will provide a CLEC with its choice of signaling format, including
9 Feature Group D signaling, to the extent technically feasible.

10
11 Q. DOES BELLSOUTH PROVIDE ACCESS TO PACKET SWITCHING?

12
13 A. Pursuant to Rule 51.319, BellSouth will provide CLECs packet switching as a UNE in
14 situations in which each of the following conditions is satisfied:

- 15 (1) BellSouth has deployed digital loop carrier systems, including but not limited
16 to, integrated digital loop carrier or universal digital loop carrier systems; or
17 has deployed any other system in which fiber optic facilities replace copper
18 facilities in the distribution section (*e.g.*, end office to remote terminal,
19 pedestal or environmentally controlled vault);
20 (2) There are no spare copper loops capable of supporting xDSL services the
21 CLEC seeks to offer;
22 (3) BellSouth has not permitted a CLEC to deploy a Digital Subscriber Line
23 Access Multiplexer in the remote terminal, pedestal or environmentally
24 controlled vault or other interconnection point, nor has the requesting carrier

1 obtained a virtual collocation arrangement at these subloop interconnection
2 points as defined in 47 C.F.R. § 319(b); and

3 (4) BellSouth has deployed packet switching for its own use.

4 *See* SGAT, § VI.D.
5

6 Q. DOES BELL SOUTH PROVIDE ACCESS TO TANDEM SWITCHING?
7

8 A. Yes. BellSouth's unbundled tandem switching element meets all the requirements of the
9 FCC's Rules. Tandem switching is defined as trunk-to-trunk connection facilities,
10 including but not limited to the connection between trunk terminations at a cross connect
11 panel and a switch trunk card; the basic switching function of connecting trunks to
12 trunks; and all technically feasible functions that are centralized in tandem switches (as
13 distinguished from separate end office switches), including but not limited to call
14 recording, the routing of calls to operator services, and signaling conversion features. 47
15 C.F.R. § 51.319(c)(2); *See* e.spire Agmnt., Att. 2, § 7.1.1.1. Tandem switching provides
16 trunk to trunk connections for local calls between two end office switches, including two
17 end office switches belonging to different CLECs. To the extent that all signaling is SS7,
18 tandem switching preserves Custom Local Area Switched Services (CLASS) features and
19 Caller ID information as calls are processed. BellSouth performs testing through the
20 tandem switching element for CLECs in the same manner and frequency that it performs
21 such testing for itself. To the extent that BellSouth manages traffic congestion for
22 tandem switching for itself, it also manages it for CLECs using unbundled tandem
23 switching, including congestion points such as those caused by radio station call-ins, and
24 network routing abnormalities, using capabilities such as Automatic Call Gapping,

1 Automatic Code Gapping, Automatic Congestion Control, and Network Routing
2 Overflow.

3
4 Q. ARE CLECS ORDERING UNBUNDLED LOCAL SWITCHING?

5
6 A. Yes. As of March 31, 2001, BellSouth had four (4) unbundled switch ports in service in
7 Alabama. Region-wide, BellSouth had 388 unbundled switch ports in service as of that
8 same date. Additionally, in connection with its combined loop/port combination offering,
9 BellSouth had 32,238 switch ports in service in Alabama and 303,257 in service
10 regionally.

11
12 Q. DOES BELL SOUTH OFFER CUSTOMIZED ROUTING IN COMPLIANCE WITH
13 THE FCC'S REQUIREMENTS?

14
15 A. Yes. Customized routing (which is also referred to as selective routing) permits
16 requesting carriers to designate the particular outgoing trunks that will carry certain
17 classes of traffic originating from competitors' customers. *See Second Louisiana Order,*
18 ¶ 221. One specific use of customized routing is to allow calls from a CLEC's customers
19 served by a BellSouth switch to reach the CLEC's choice of operator service or directory
20 assistance service platforms which may be BellSouth's operator service and directory
21 assistance service platforms or the CLEC's platforms or the platforms of a third party
22 provider. Customized routing can be provided when a CLEC acquires unbundled local
23 switching from BellSouth or resells BellSouth's local exchange services.

1 BellSouth offers two methods of customized routing to CLECs: Advanced Intelligent
2 Network ("AIN") and Line Class Codes ("LCCs"). *See* SGAT, § X.A.3(f); NewSouth
3 Agmnt., Att. 2, § 7.2.1.14.6.4. BellSouth has tested both methods and both currently are
4 available.

5
6 Q. DESCRIBE THE AIN METHOD OF CUSTOMIZED ROUTING BELLSOUTH
7 OFFERS.

8
9 A. BellSouth's AIN method uses a database of the CLEC's routing choices queried during
10 call set up. The AIN method of customized routing allows the use of the AIN "hub"
11 concept, which yields several advantages. The AIN hubbing arrangement:

- 12
- 13 • Allows the use of appropriate AIN "triggers" for all call types rather than only a
14 limited set of call types.
 - 15 • Allows even those end office switches that are not AIN-capable to use the AIN
16 customized routing solution.
 - 17 • Optimizes the use of trunk groups by allowing the carriage of customized routing
18 traffic over common trunk groups between the end office and the AIN hub.

19 Thus, the AIN hubbing arrangement allows the use of the AIN method in all switches,
20 even those that are not AIN capable. Also, the AIN hubbing arrangement allows the
21 sharing of trunk groups that some CLECs have stated they prefer.

22
23 Q. DID BELLSOUTH RECENTLY COMPLETE AN ENHANCEMENT TO THE AIN
24 METHOD?

1 A. Yes. BellSouth completed an enhancement to its AIN method that further automates the
2 means by which CLECs' routing information may be updated. End-to-End call-through
3 testing was successfully completed on June 14, 2000. BellSouth then completed all
4 methods and procedures for the service offering during the third quarter 2000, and posted
5 a Market Service Description (MSD) to its interconnection website on October 23, 2000.
6

7 Q. ARE CLECS USING THE AIN METHOD OF CUSTOMIZED ROUTING?
8

9 A. To date, no CLEC has requested BellSouth's AIN method of customized routing.
10 BellSouth stands ready to provide the AIN method upon request.
11

12 Q. DESCRIBE THE LCC METHOD OF CUSTOMIZED ROUTING.
13

14 A. In the LCC method, which is the method by which BellSouth routes its own end users'
15 calls, end user calls are routed via the use of a LCC in the switch. For example, a
16 CLEC's end users served by a BellSouth switch are configured such that when the end
17 user dials 0-, a Line Attributes Table points to another table, a Position Table for 0- calls.
18 This table in turn identifies a trunk group to the appropriate operator services platform.
19 For calls requiring a number pretranslation such as 411 or 611, the Line Attributes Table
20 points the call to the appropriate pretranslator table, and this table then points the call to
21 the appropriate destination. A separate line class code is not needed for each end user for
22 each function, but rather the same line class code can be used for multiple subscribers.
23 The same LCC connects each of them to the same destination for the same type of call.
24 See e.g., NewSouth Agmnt., Att. 2, §10.4.
25

1 Availability of customized routing capability using LCCs is offered on a first-come, first-
2 served basis. This method permits the passage of intraLATA toll and interLATA
3 operator services traffic to interexchange carriers over Feature Group D trunks at the
4 CLEC's option. While there are finite limits on the number of line class codes in
5 particular central office switches, BellSouth has not denied any request for customized
6 routing based on lack of LCC capacity. Moreover, the AIN method of customized
7 routing eliminates any potential exhaust concerns about the LCC method of customized
8 routing.

9
10 Q. ARE CLECS USING THE LCC METHOD OF CUSTOMIZED ROUTING?

11
12 A. Yes. BellSouth has provided the LCC method of customized routing to one CLEC in
13 Georgia. No CLEC in Alabama has requested this method of customized routing;
14 BellSouth, however, stands ready to provide it.

15
16 Q. HOW IS THE AIN METHOD OF CUSTOMIZED ROUTING DIFFERENT THAN
17 THE LCC METHOD?

18
19 A. The AIN method allows the use of shared trunk groups (for those CLECs using the AIN
20 method) between the end office switch and the AIN hub switch to accomplish customized
21 routing for customers served by different end offices subtending a particular AIN hub. In
22 contrast, the LCC solution, discussed below, requires a separate trunk group for each end
23 office due to the inherent technical limitations of the switches. This separate trunk group
24 may be shared, however, by those CLECs requesting the same branding or unbranding of
25 their respective end users' OS/DA traffic. BellSouth uses separate trunk groups between

1 its end office switches and BellSouth's operator services and directory assistance
2 platforms for calls from BellSouth's end users.
3

4 Q. DO BELLSOUTH'S CUSTOMIZED ROUTING SOLUTIONS MEET THE FCC'S
5 REQUIREMENTS?
6

7 A. Yes. In the *Second Louisiana Order*, the FCC discussed the CLECs' ability to route its
8 customers' calls. Specifically, the FCC held that "BellSouth should not require the
9 competitive LEC to provide the actual line class codes, which may differ from switch to
10 switch, if BellSouth is capable of accepting a single code region-wide." *Second*
11 *Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will implement
12 one routing pattern per region for a CLEC's customers. In addition, although it is not
13 required to do so, BellSouth voluntarily will provide a single routing pattern on a state-
14 wide basis. This single routing pattern (whether region-wide or state-wide) can include
15 routing to a BellSouth platform (branded or unbranded), a CLEC platform, or a third-
16 party platform.
17

18 To avail itself of the single routing pattern, the CLEC need not put any LCC on its local
19 service requests ("LSRs"). Such orders will be handled electronically (assuming, of
20 course, that they would not otherwise fall out for manual handling) and therefore will
21 need no manual intervention.
22

23 This line class code routing arrangement is identical to that provided to the BellSouth
24 retail units. On its retail side, BellSouth has a single region-wide routing pattern for its
25 customers' calls that is effectuated without the service representative having to populate

1 the LCC on the service order. Likewise, BellSouth will provide a single routing pattern
2 for CLECs that is effectuated without the CLEC service representative having to populate
3 the LCC on the order.

4
5 If, on the other hand, the CLEC chooses to have different routing options available for
6 different customers served out of the same switch, BellSouth will handle such requests on
7 a manual basis. In this scenario, the CLEC will provide information on the LSR
8 designating the appropriate LCCs to direct the call for those of the CLEC's end users for
9 which the single routing plan will not be used. Although submitted electronically, such
10 as order will fall out for manual handling and BellSouth will process it manually. The
11 FCC specifically recognized that CLECs who wish to have multiple routing patterns in
12 the same switch should bear the obligation to populate the requisite LCCs on the LSR.
13 Specifically, the FCC held as follows:

14
15 We agree with BellSouth that a competitive LEC must tell BellSouth how to route
16 its customers' calls. If a competitive LEC wants all of its customers' calls routed
17 in the same way, it should be able to inform BellSouth, and BellSouth should be
18 able to build the corresponding routing instructions into its systems just as
19 BellSouth has done for itself. If, however, a competitive LEC has more than one
20 set of routing instructions for its customers, it seems reasonable and necessary for
21 BellSouth to require the competitive LEC to include in its order an indicator that
22 will inform BellSouth which selective routing pattern to use.

23 *Second Louisiana Order*, ¶ 224. As described above, BellSouth is in full compliance
24 with these obligations.

1 For those LSRs on which the CLECs populate the LCCs for specific routing patterns,
2 BellSouth will process them in a timely manner. Such orders will be counted in the
3 “partially mechanized” category of performance data and addressed fully in the
4 performance data filing of Alphonso Varner.

5
6 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**
7 **COMPLETION**
8

9 Q. PLEASE DESCRIBE BELLSOUTH’S COMPLIANCE WITH CHECKLIST ITEM 7.

10
11 A. BellSouth provides to CLECs access to 911/E911 services, directory assistance services,
12 and operator call completion services at a level of quality and performance that is at least
13 equal to that which BellSouth provides to itself. *See Intermedia Agmnt., Att. 2, § 16.2.4.*

14
15 **911/E911**
16

17 Q. DOES BELLSOUTH PROVIDE NONDISCRIMINATORY ACCESS TO 911 AND
18 E911 SERVICES?
19

20 A. Yes. Section 271(c)(2)(B)(vii) of the Act requires a Bell Operating Company such as
21 BellSouth to provide “[n]ondiscriminatory access to --- (I) 911 and E911 services. In the
22 *Ameritech Michigan Order*, the FCC held that a BOC “must maintain the 911 database
23 entries for competing LECs with the same accuracy and reliability that it maintains the
24 database entries for its own customers” and that for facilities-based carriers, BellSouth
25 must provide “unbundled access to [its] 911 database and 911 interconnection, including

1 the provision of dedicated trunks from the requesting carrier's switching facilities to the
2 911 control office at parity with what [BellSouth] provides to itself." *Ameritech*
3 *Michigan Order*, ¶ 256.

4
5 Q. DESCRIBE THE MEANS BY WHICH BELL SOUTH OFFERS CLECS ACCESS TO
6 BELL SOUTH'S E911 DATABASE.

7
8 A. The BellSouth E911 database contains end user subscriber information that is useful to
9 emergency service agencies in locating a customer dialing 911 for dispatching
10 appropriate emergency services. The database contains information such as customer
11 name, service address, class and type of service. BellSouth has had procedures in place
12 since early 1996 by which CLECs can connect their switches to BellSouth's E911
13 tandems. Because methods and procedures have long been in place to allow other
14 carriers, including independent LECs, access to BellSouth's E911 and 911 updating
15 capabilities, the necessary methods and procedures for obtaining such updating by
16 CLECs have been business as usual for BellSouth. *See NewSouth Agmnt.*, Att. 2, § 16.0,
17 *e.spire Agmnt.*, Att. 2, § 16.0.

18
19 BellSouth's provision of nondiscriminatory access to the E911 database as well as
20 procedures for updating and maintaining the E911 database both for CLEC and BellSouth
21 end users are described in the Affidavit of Ms. Val Sapp, Attachment F.

22
23 In the *Second Louisiana Order*, the FCC found that BellSouth satisfied the requirements
24 of Checklist Item (vii)(I). There has been no material change in BellSouth's provision of

1 911/E911 since that decision and thus the Commission should find BellSouth in
2 compliance.

3
4 Q. ARE CLECS ACCESSING BELL SOUTH'S E911 DATABASE?

5
6 A. Yes. As of March 31, 2001, CLECs had requested and BellSouth had provided 178 such
7 trunks for CLECs in Alabama. In its nine-state region, BellSouth had 4,400 trunks in
8 service connecting CLECs' switches with BellSouth's E911 arrangements as of that same
9 date. In Alabama, 14 CLECs were sending mechanized updates to BellSouth for
10 inclusion in the 911 database as of March 31, 2001; and in BellSouth's nine-state region,
11 66 CLECs were doing so as of that same date. These mechanized updates include
12 information about both end user customers to whom CLECs provide service via the
13 resale provisions of the Act as well as those end user customers to whom CLECs provide
14 service from the CLECs' own switches.

15
16 **DIRECTORY ASSISTANCE/OPERATOR SERVICES**

17
18 Q. WHAT ARE BELL SOUTH'S OBLIGATIONS WITH RESPECT TO DIRECTORY
19 ASSISTANCE AND OPERATOR SERVICES?

20
21 A. Section 271(c)(2)(B)(vii)(II) and (III) of the Act requires BellSouth to provide
22 nondiscriminatory access to "directory assistance services to allow the other carrier's
23 customers to obtain telephone numbers" and "operator call completion services,"
24 respectively. Section 251(b)(3) obligates BellSouth to permit CLECs to have
25 nondiscriminatory access to operator services, directory assistance and directory listing

1 with no unreasonable dialing delays. BellSouth, however, is no longer obligated to
2 provide operator and directory assistance services as a UNE because BellSouth provides
3 customized routing as discussed earlier.
4

5 Q. DOES BELLSOUTH PROVIDE DIRECTORY ASSISTANCE SERVICE IN A
6 NONDISCRIMINATORY MANNER?
7

8 A. Yes. BellSouth provides directory assistance access service to CLECs in the same
9 manner as it does for its own retail subscribers. *See NewSouth Agmnt., Att. 2, § 10.3.*
10 Specifically, BellSouth provides CLECs with DAAS. DAAS allows CLECs' end users
11 to obtain telephone listing information from BellSouth. CLECs also have access to
12 BellSouth's DACC service, which gives the CLEC's end user the option to have a call to
13 BellSouth's DA service completed automatically. Facilities-based CLECs obtain access
14 to these services through trunks connecting the CLEC's point of interface to BellSouth's
15 DA platform.
16

17 Q. ARE CLECS USING DAAS AND DACC?
18

19 A. Yes. As of March 31, 2001, CLECs in Alabama had 113 directory assistance trunks in
20 place between those CLECs' switches and BellSouth's DA platform. In BellSouth's
21 nine-state region, there were 2,929 such directory assistance trunks in place serving
22 CLECs. In BellSouth's nine-state region, 30 CLECs were purchasing DAAS and 41
23 CLECs were purchasing DACC from BellSouth as of March 31, 2001.
24 Because methods and procedures have long been in place to allow other carriers, such as
25 independent LECs, access to BellSouth's DAAS and DAAC services, the necessary

1 methods and procedures for obtaining such access by CLECs are business as usual for
2 BellSouth.

3
4 Q. DOES BELLSOUTH PROVIDE CLECS WITH ACCESS TO BELLSOUTH'S
5 SUBSCRIBER LISTING INFORMATION FOR CLECS TO ESTABLISH THEIR
6 OWN DIRECTORY ASSISTANCE SERVICES?

7
8 A. Yes. BellSouth provides CLECs and other service providers with access to BellSouth's
9 DADS, which allows CLECs to use BellSouth's subscriber listing information to set up
10 their own directory assistance services. *See* NewSouth Agmnt., Att. 2 § 10.5. BellSouth
11 also provides CLECs and other service providers with DADAS, which gives CLECs
12 direct access to BellSouth's DA database so that CLECs may provide directory assistance
13 services. *See* NewSouth Agmnt., Att. 2, § 10.6. BellSouth currently provides both
14 DADS and DADAS to CLECs themselves and to various third-party service providers
15 which, in turn, furnish the service to CLECs. Database information is available to
16 CLECs in magnetic tape format, cartridge tape format, and where the CLEC has
17 electronic connectivity, in network data mover (NDM) format.

18
19 All information contained in BellSouth's listing database for its own end users, CLECs'
20 end users, and independent LECs' end users is available to competitive carriers in the
21 same manner as it is available to BellSouth itself. BellSouth is fully compliant with
22 Section 51.217(c)(3)(i) of the FCC's rules.

23
24 Q. ARE CLECS ACCESSING BELLSOUTH'S DIRECTORY DATABASES?

1 A. Yes. As of March 31, 2001, six (6) service providers were using BellSouth's Alabama
2 subscriber listings, via DADS, to provide DA service and third party listing data to end
3 users. Nine (9) service providers were using DADS across BellSouth's nine-state region
4 as of that same date. As of March 1, 2001, two (2) service providers in the region were
5 using DADAS to provide the service to CLECs.

6
7 Q. DESCRIBE BELL SOUTH'S INTERCEPT SERVICE OFFERING.

8
9 A. CLECs also have access to BellSouth's intercept service, which refers calls from a
10 disconnected or non-working number to an appropriate announcement. Facilities-based
11 CLECs obtain access to BellSouth's intercept service through a dedicated trunk facility.
12 As of March 31, 2001, BellSouth had provided CLECs in Alabama with 18 intercept
13 trunks. In BellSouth's nine-state region, BellSouth had provided 172 intercept trunks to
14 CLECs as of that same date. Because methods and procedures have long been in place to
15 allow other carriers, such as independent LECs, access to BellSouth's intercept service,
16 the necessary methods and procedures for obtaining such access by CLECs are business
17 as usual for BellSouth.

18
19 Q. DESCRIBE BELL SOUTH'S OPERATOR CALL PROCESSING SERVICES
20 OFFERING.

21
22 A. Operator call processing, which allows CLECs to obtain both live operator and
23 mechanized functionality, is available from BellSouth. *See NewSouth Agmnt., Att. 2, §*
24 *10.* BellSouth call processing includes: Call Assistance and Call Completion services;
25 Alternate Billing Services such as third number billing, calling card billing, and collect

1 call handling; verification and interruption of a busy line; and operator transfer service.
2 Facilities-based CLECs can obtain access to BellSouth's operator call processing by
3 connecting their point of interface via a trunk group to BellSouth's operator services
4 system.

5
6 Q. ARE CLECS ACCESSING BELL SOUTH'S OPERATOR SERVICES?
7

8 A. Yes. As of March 31, 2001, BellSouth had provided CLECs in Alabama with 109
9 operator services trunks. Across its nine-state region, BellSouth had provided CLECs
10 with 2,903 operator services trunks as of that same date. In Alabama, BellSouth had
11 provided CLECs with 47 verification trunks as of March 31, 2001. Across its nine-state
12 region, BellSouth had provided CLECs with 503 verification trunks as of that same date.
13 Because methods and procedures have long been in place to allow other carriers, such as
14 independent LECs, access to BellSouth's operator call processing, such access by CLECs
15 is considered business as usual for BellSouth.
16

17 Q., CAN INFORMATION CONCERNING CLECS' END USER CUSTOMERS BE
18 ENTERED INTO OR CORRECTED IN BELL SOUTH'S DIRECTORY ASSISTANCE
19 AND OPERATOR SERVICES DATABASES?
20

21 A. Yes. BellSouth will update CLEC end user listings equal to the service it provides to
22 itself and its end users. *See* NewSouth Agmnt., Att. 2, §10.3.2.2. BellSouth's procedures
23 for updating and maintaining the DA and OS databases for BellSouth's end user
24 subscribers are described in the Affidavit of Doug Coutee, Attachment C. As described

1 by Mr. Coutee, procedures for both CLEC subscribers and BellSouth subscribers are
2 performed in a similar and nondiscriminatory manner.
3

4 **DISAGGREGATION OF PERFORMANCE DATA FOR DIRECTORY**

5 **ASSISTANCE/OPERATOR SERVICES**
6

7 Q. DO BELLSOUTH'S PERFORMANCE MEASUREMENTS FOR DIRECTORY
8 ASSISTANCE/OPERATOR SERVICES SUFFICIENTLY DEMONSTRATE
9 NONDISCRIMINATION?
10

11 A. Yes. In the *Second Louisiana Order*, the FCC stated that in future applications,
12 BellSouth needed either to disaggregate its performance data for directory assistance and
13 operator services between wholesale and retail, or explain why such disaggregation is
14 unnecessary to show nondiscrimination. *Second Louisiana Order*, ¶ 245. Because
15 BellSouth's provision of directory assistance and operator services to CLECs is parity by
16 design, disaggregation of performance measurements for these services is unnecessary.
17

18 To demonstrate this fact, I directed the preparation of exhibits that describe the routing
19 and handling of operator services and directory assistance calls. Exhibit WKM-7
20 describes the processing of such calls by Traffic Operating Position System ("TOPS")
21 and its associated Queuing Management System ("QMS"). This exhibit was prepared by
22 BellSouth subject matter experts responsible for staff support for BellSouth departmental
23 operations in these two areas. I also obtained an affidavit from one of BellSouth's major
24 suppliers of hardware and associated software systems for these two areas, Nortel, Inc.

1 This affidavit, which is attached to my testimony as Exhibit WKM-8 validates the
2 accuracy of the exhibit as well as my overview of it contained herein.
3

4 Q. EXPLAIN WHY DISAGGREGATION OF PERFORMANCE DATA IS
5 UNNECESSARY.
6

7 A. Exhibit WKM-6 documents the flow of service orders from various sources (BellSouth
8 Retail Units, CLEC resale, CLEC UNE, and CLEC UNE and resale with customized call
9 routing). As this Exhibit demonstrates, the flow of the service order is precisely the same
10 regardless of the source of the service order. Universal Service Order Codes ("USOCs")
11 on the service orders are used to establish switch translations that provide dial tone and
12 various service features listed on each service request. The exact same list of USOCs,
13 with the exception of four unique provisioning USOCs used for UNEs, is used on both
14 BellSouth and CLEC orders to describe various features and functions. If the service
15 order being processed is for a CLEC, it contains a special four-digit Field Identifier Code
16 ("FID") that ultimately identifies the CLEC to the billing system. However, the FID is
17 not input to the switch. Thus, the switch is "blind" as to whether a given end user
18 customer is BellSouth's customer or a CLEC's customer. The service orders enter a
19 system called the Line Class Code Assignment Module ("LCCAM"). The LCCAM
20 associates the USOCs assigned on service orders with an appropriate LCC that identifies
21 the routing and screening characteristics of the line to the switch. Nothing in the LCC
22 distinguishes a BellSouth customer from a CLEC customer. The LCC information flows
23 into a computer system named MARCH. MARCH is a memory administration system
24 that translates line-related service order data into switch provisioning messages and
25 automatically transmits the messages to targeted stored program control switches.

1 Routing, screening, and trunking of calls by the switch are identical for lines associated
2 with identical LCCs. Therefore, it is not necessary to perform measurements beyond this
3 point in the process to demonstrate parity in the handling of operator services and
4 directory assistance calls. The diagrams attached to Exhibit WKM-6 clearly show that
5 the LCCAM to MARCH handoff merges traffic from all sources into a single flow
6 determined solely by LCCs.

7
8 **BRANDING**
9

10 Q. WHAT BRANDING OPTIONS DOES BELL SOUTH PROVIDE TO CLECS?
11

12 A. BellSouth offers four service levels of branding to CLECs when CLECs order Directory
13 Assistance and/or Operator Call Processing. The options are: BellSouth branding;
14 unbranded; custom branding; and self-branding. Unbranded, custom branding and self-
15 branding are all provided via customized routing. Unbranded and custom branding can
16 also be provided via OLNS. BellSouth will complete its deployment of Originating Line
17 Number Screening (OLNS) in Alabama by June 11, 2001. *See NewSouth Agmnt., Att. 2,*
18 *§10.4.*
19

20 Q. HOW DOES BELL SOUTH ROUTE OPERATOR SERVICES AND DIRECTORY
21 ASSISTANCE TRAFFIC FOR ITS OWN END USER CUSTOMERS?
22

23 A. BellSouth routes its operator services or directory assistance traffic directly to a
24 BellSouth TOPS platform rather than via a tandem switch. The operator services or
25 directory assistance end office functions offered by BellSouth, as part of its retail

1 services, require dedicated trunk groups from BellSouth end offices to the TOPS
2 platform.

3
4 Q. PLEASE DESCRIBE THE OPERATION OF TOPS.

5
6 A. Exhibit WKM-7 provides a complete description of TOPS call flow via the QMS. Calls
7 are initially queued based on call origination type. For example, a determination is made
8 whether the call originated from a public telephone or arrived at TOPS via a directory
9 assistance trunk group. Next, calls are ordered based on whether or not they have
10 previously received some form of automated treatment or operator handling. Then the
11 calls are processed through six refinement tables to enable them to be handled by
12 operator groups best equipped to handle specific types of calls. For example, this process
13 routes directory assistance calls to directory assistance equipped TOPS positions while
14 calls requiring fluency in a particular language are routed to operators with skills in that
15 language. Finally, the calls are routed to queues based on such factors as the age of the
16 call, equipment availability, and force management considerations.

17
18 Q. HOW DOES TOPS TREAT CALLS FROM CLEC END USER CUSTOMERS?

19
20 A. CLECs' customers' calls to BellSouth's TOPS platform are handled in a
21 nondiscriminatory manner at parity with the treatment of calls from BellSouth's retail
22 customers. TOPS does not distinguish between calls made by BellSouth end users and
23 calls made by CLEC end users. Thus, the system represents parity by design.
24 Exhibit WKM-8 contains affidavits prepared by Mr. Robert Summers, Jr., Mr. William
25 Greytock, and Mr. David C. Thompson, all of Nortel, pertaining to operation of the

1 TOPS and QMS systems. Nortel is the supplier of BellSouth's TOPS platform. Their
2 affidavits confirm that BellSouth's processes for the handling of calls to operator services
3 are nondiscriminatory.
4

5 Q. DOES BELLSOUTH PERMIT A CLEC TO ROUTE ITS OPERATOR SERVICES OR
6 DIRECTORY ASSISTANCE TRAFFIC TO ITS OWN OPERATOR SERVICES OR
7 DIRECTORY ASSISTANCE PLATFORMS?
8

9 A. Yes. The CLEC may wish to route calls to its own operator or directory assistance
10 platform for branding purposes. As discussed in Exhibit WKM-6, customized routing is
11 ordered by use of a FID that is then converted by LCCAM, as discussed above, into an
12 LCC for use by the switch. Once this conversion occurs, the switch's processor routes
13 the call based on the assigned LCC rather than on the basis of whether the LCC is a
14 "BellSouth LCC" or a "CLEC LCC". If the LCC denotes that the call is to be routed to
15 an operator services platform other than BellSouth's operator services platform, then the
16 provisioning of the trunk group to the CLEC's choice of operator services platform is the
17 responsibility of the CLEC. Under this scenario, the CLEC will have the option of
18 treating the calls in any fashion it wants because the calls will be directed to the CLEC's
19 (or third party provider's) platform. The diagram for example 3 of the attachments to
20 Exhibit WKM-6 depicts the call processing flow of calls using customized routing.
21

22 Q. DOES BELLSOUTH PROVIDE CLECS WITH THE ABILITY TO APPLY UNIQUE
23 BRANDING IN COMPLIANCE WITH THE FCC'S REBRANDING
24 REQUIREMENTS?
25

1 A. Yes. In the *Second Louisiana Order*, the FCC stated that BellSouth must demonstrate
2 that its method of providing branding results in nondiscriminatory access. *Second*
3 *Louisiana Order*, at ¶ 247. BellSouth provides CLECs the ability to apply unique
4 branding via the customized routing methods discussed in my testimony under Checklist
5 Item 6 and the OLNS method described below.

6
7 Under the LCC method of customized routing, calls are directed at the end office switch
8 to the requested OS/DA platform over dedicated trunks. Dedicated trunks are required
9 because of the technical limitations of the switches. To the extent that CLECs choose the
10 same OS/DA platform and the same branding (or unbranding) of calls, CLECs may share
11 transport between the end office switch and the platform. A CLEC's use of line class
12 codes to reach an OS/DA platform is the same as BellSouth's use of line class codes to
13 reach its TOPS platform, and thus BellSouth's provision of customized routing is
14 nondiscriminatory.

15
16 Under the AIN method of customized routing, calls are sent to an AIN hub that performs
17 the database query. AIN uses centralized databases to determine routing instructions
18 rather than have the same determination made at the end office switch level. In this
19 arrangement, CLECs may share transport between BellSouth's end office switch to the
20 AIN hub. Moreover, CLECs who opt for the same branding (or unbranding) of their
21 traffic and whose traffic is sent to the same OS/DA platform can likewise share trunk
22 groups between the AIN hub and that OS/DA platform.

23
24 Q. DESCRIBE BELL SOUTH'S OFFERING OF ORIGINATING LINE NUMBER
25 SCREENING (OLNS).

1 A. OLNS is method of providing customized branding in addition to the LCC and AIN
2 methods described earlier in this testimony. OLNS provides a means of making
3 information available to the OS/DA platform about the end user originating a telephone
4 call. This information may be used to determine things such as an end user's local
5 service provider and that local service provider's branding preferences. OLNS
6 functionality makes originating line information available to the OS/DA platform via
7 centralized databases. In other words, OLNS allows end users' calls to proceed from the
8 end office switches to BellSouth's OS/DA platform over common trunk groups (that is, a
9 single trunk group between an end office switch and the OS/DA platform carrying
10 multiple service providers' traffic including calls from BellSouth's retail customers).
11 Once the call arrives at the OS/DA platform, OLNS is used to "look up" the telephone
12 number of the calling party in its database to determine whether and how to brand a call
13 from that particular end user.

14
15 BellSouth completed its deployment of OLNS in Georgia on December 31, 2000.
16 BellSouth had earlier informed CLECs of this deployment in a carrier notification letter
17 on BellSouth's interconnection website dated December 22, 2000. The current
18 deployment schedule calls for OLNS availability to CLECs in Alabama by June 11, 2001
19 and in the rest of BellSouth's region by July 13, 2001.

20
21 **CHECKLIST ITEM 8: WHITE PAGES LISTINGS**

22
23 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 8.
24

1 A. Checklist Item 8 requires that BellSouth's interconnection offerings include directory
2 listings in BellSouth's white pages directory for customers served by a CLEC. BellSouth
3 has long made its white pages listing capabilities available to independent LECs and
4 other service providers. Because methods and procedures have been in place to allow
5 other carriers access to BellSouth's white pages listing capabilities for many years, the
6 necessary methods and procedures pursuant to which CLECs may obtain such listings are
7 business as usual for BellSouth. The white pages listings will include the subscriber's
8 name, address and telephone number. The FCC in the *Second Louisiana Order* found
9 BellSouth in compliance with this checklist item.

10
11 The Affidavit of Rook Barretto, attached hereto as Attachment D, describes the flow of
12 orders received for the production of white pages directories and how this process is
13 accomplished for both BellSouth's listings and CLECs' listings.

14
15 **CHECKLIST ITEM 9: NUMBER ADMINISTRATION**

16
17 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 9.

18
19 A. During February 1998, Lockheed-Martin assumed the NANPA functions previously
20 provided by Bell Communications Research, Inc. (Bellcore), now Telcordia
21 Technologies, Inc. This did not include the central office code assignment and NPA
22 relief planning functions that continued to be performed by the dominant ILEC serving
23 the particular geographic territory until a transition plan could be finalized to transfer
24 these functions to Lockheed-Martin. The central office code assignment function was
25 transferred to Lockheed-Martin region-by-region through an industry-accepted transition

1 plan. In BellSouth's region, that transition began July 6, 1998, and concluded August 14,
2 1998. At this time, BellSouth no longer performs the central office code assignment
3 function. NeuStar assumed all NANPA responsibilities on November 17, 1999 when the
4 FCC approved the transfer of Lockheed-Martin's Communication Industry Service
5 Division to NeuStar.
6

7 Q. DOES BELLSOUTH HAVE ANY RESPONSIBILITY FOR NPA RELIEF PLANNING
8 NOW?
9

10 A. No. NeuStar also assumed responsibility for NPA relief planning. When BellSouth was
11 responsible for NPA relief planning and as an NPA was found to be in jeopardy of
12 exhausting before a NPA relief plan could be implemented, the BellSouth Central Office
13 Code Administration Center implemented code conservation measures complying with
14 consensus decisions of the local industry as reached in one or more Industry Jeopardy
15 Meetings. NANPA now has the responsibility for jeopardy declaration in a NPA.
16

17 Q. PLEASE DESCRIBE BELLSOUTH'S ACTIONS PRIOR TO THE TIME NPA RELIEF
18 PLANNING WAS TRANSFERRED TO NEUSTAR.
19

20 A. While serving as the Central Office Code Administrator for its territory, BellSouth
21 maintained neutrality in performing the code administration functions and ensured that
22 CLECs had nondiscriminatory access to telephone numbers for assignment to their
23 customers. BellSouth adhered to the code administration guidelines published by the
24 Industry Numbering Council (INC), a national industry body under the Carrier Liaison
25 Committee (CLC), sanctioned by the Alliance for Telecommunications Industry

1 Solutions (ATIS). INC documents, including final documents, completed guidelines, and
2 issue resolutions in final closure, are readily accessible via the Internet, at ATIS's website
3 (<http://www.atis.org>). These guidelines provide instructions to all service providers,
4 including CLECs, on how to request and have NPA/NXX codes assigned. BellSouth
5 established procedures to provide nondiscriminatory NXX code assignments to CLECs
6 that conform to the INC standards. Pursuant to these procedures, as of August 19, 1998,
7 BellSouth had assigned 2,141 NPA/NXX codes for CLECs in its nine-state region. Other
8 than when faced with imminent NPA exhaustion, BellSouth did not refuse any CLEC
9 requests for NPA/NXX code assignments, either in Alabama or in BellSouth's nine-state
10 region.

11
12 Q. DOES BELL SOUTH HAVE ANY RESPONSIBILITY FOR THE ASSIGNMENT OF
13 NPA/NXX CODES NOW?

14
15 A. No. Since NeuStar assumed the Central Office Code Administration function, BellSouth
16 no longer has any responsibility for the administration or assignment of NXXs to CLECs
17 or any other telecommunications service provider. BellSouth follows the Central Office
18 Code (NXX) Assignment Guidelines developed by the INC in submitting NXX code
19 requests to NANPA, entering code information into the appropriate national databases,
20 activating NXX codes assigned to any service provider in BellSouth's territory, making
21 available BellSouth NXX codes that are no longer in use, and all other areas covered by
22 these and other appropriate industry guidelines. It is now NANPA's responsibility to
23 supply competitively neutral number administration services and to ensure that all service
24 providers have equal and non-discriminatory access to telephone numbers.

25

1 Q. WHAT RESPONSIBILITIES DOES BELL SOUTH NOW HAVE WITH REGARD TO
2 THE ACTIVATION OF NXX CODES WITHIN ITS NETWORK?

3
4 A. BellSouth responded to CLEC concerns about accurate and timely activation of NXX
5 codes by establishing, effective May 15, 1998, its NXX activation Single Point of
6 Contact ("SPOC") to provide assistance to CLECs and Independent LECs. The NXX
7 SPOC processes requests for NXX activity coordination, and provides information
8 concerning BellSouth's architecture arrangements, assistance in trouble resolution for
9 code activation, and assistance in preparing the Code Request. If a CLEC or independent
10 LEC intends to interconnect directly with BellSouth, or if interconnection arrangements
11 with BellSouth are already in place, the CLEC or independent LEC should send to
12 BellSouth a courtesy copy of its Central Office Code Request in conjunction with the
13 submission of its CO Code Request to the NANPA (NeuStar). If the CLEC gives
14 BellSouth a copy of its Central Office Code Request, BellSouth is better able to activate
15 the Central Office Code in BellSouth's network.

16
17 Among other functions, the NXX SPOC coordinates the activation of CLEC NXX codes
18 and provides a trouble-reporting center for CLEC code activation. Since its
19 establishment in mid-1998, the NXX SPOC has operated successfully in keeping NXX
20 activation problems to a minimum. The NXX SPOC provides CLECs with a positive
21 report on the activation of all of the CLECs' NXX codes that are activated in BellSouth's
22 network. If requested by the CLEC, a written response is provided to the CLEC when
23 BellSouth's Complex Translations Group has provisioned the NPA/NXX in the
24 appropriate BellSouth switches and BellSouth has completed mechanized AMA testing
25 and validation. Since it began operation, BellSouth's NXX SPOC has tracked the

1 provisioning and testing of approximately 4,300 NXXs for facility-based CLECs and
2 Independent Telephone Companies. BellSouth has never charged CLECs or LECs for
3 NPA/NXX codes.
4

5 Q. WHAT INFORMATION DOES BELL SOUTH FURNISH TO NEUSTAR WITH
6 RESPECT TO NUMBER RESOURCES?
7

8 A. BellSouth furnishes certain data to NeuStar with respect to number resources. For
9 example, BellSouth provides the following: (1) Number Resource Utilization Forecast
10 (NRUF) Report – BellSouth prepares a NRUF Report and forwards it to NeuStar
11 pursuant to FCC directives. NeuStar uses the NRUF Reports from all carriers to estimate
12 when all NPAs will exhaust; (2) Part 1 CO Code Request Form and Months-To-Exhaust
13 Worksheet – when BellSouth requests a new CO code assignment for growth from
14 NeuStar CO Code Administration, BellSouth submits a Part 1 CO Code Request Form
15 and Months-To-Exhaust Worksheet that shows when the existing supply of telephone
16 numbers in the CO will exhaust; (3) Part 4 – New CO codes must be put to work within
17 six months of being or assigned or must be returned to NeuStar. BellSouth notifies
18 NeuStar that an NXX code has been put to work by furnishing NeuStar with a Part 4.
19

20 **CHECKLIST ITEM 10: ACCESS TO DATABASES AND ASSOCIATED SIGNALING**
21

22 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 10.
23

24 A. This checklist item obligates BellSouth to provide:
25

- Nondiscriminatory access to databases and associated signaling necessary for call routing and completion. 47 U.S.C. § 271(c)(2)(B)(x).
- Nondiscriminatory access to signaling networks and call-related databases. 47 C.F.R. § 51.319(e).

The FCC, in its *Second Louisiana Order*, found that BellSouth was in compliance with this checklist item.

Q. GENERALLY DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS DATABASES AND SIGNALING NETWORKS.

A. BellSouth employs the same relevant systems, processes, and procedures in Alabama as in Louisiana, which the FCC held were providing nondiscriminatory access to signaling and call-related databases. BellSouth provides nondiscriminatory access to its signaling networks, including Signal Transfer Points (“STPs”), Signaling Links, Service Control Points (“SCPs”), LIDB, Toll Free Number Database, AIN Toolkit, and the AIN method for Customized Routing. In addition, BellSouth also provides access to the LNP database and the CNAM database.

BellSouth provides nondiscriminatory access to its call-related databases and associated signaling as evidenced by the millions of queries that BellSouth’s call-related databases have successfully handled for CLECs, IXCs, and other ILECs. BellSouth provides CLECs access to BellSouth’s signaling network either directly, or through third party service providers, whichever the CLEC elects. BellSouth’s provision of the AIN method for customized routing is described earlier in my testimony.

1 **SIGNALING NETWORKS**

2
3 Q. DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO ITS SIGNALING LINKS
4 AND SIGNAL TRANSFER POINTS.

5
6 A. BellSouth provides nondiscriminatory access to its signaling network, including
7 Signaling Links and STPs on an unbundled basis. 47 C.F.R. § 51.319(e)(1)(i); *See*
8 NewSouth Agmnt., Att. 2, § 11.0. Signaling networks enable CLECs to send signals
9 between its switches (including unbundled switching elements), between its switches and
10 BellSouth's switches, and between its switches and those third party networks with which
11 BellSouth's signaling network is connected. BellSouth provides Signaling System 7
12 ("SS7") network service to CLECs for their use in furnishing SS7-based services to their
13 own end users or to the end users of another CLEC that has subtended its STP to the
14 signaling network of the interconnecting CLEC. *See* SGAT, § X. This arrangement
15 permits CLECs to use BellSouth's SS7 signaling network for signaling between the
16 CLECs' switches, between the CLECs' switches and BellSouth's switches, and between
17 the CLECs' switches and the networks of other parties connected to BellSouth's SS7
18 network. Because all unbundled switching elements are provided on switches that
19 BellSouth uses to provide service to its own customers, all signaling functions are
20 identical. 47 C.F.R. § 51.319(e)(1)(iii); *See* NewSouth Agmnt., Att. 2, § 11.

21
22 The Signaling Link between the CLEC's switch and BellSouth's STP is an unbundled
23 network element that CLECs can order by contacting their assigned account team
24 representative at BellSouth. The representative then arranges the set-up for the CLEC.

1 When a CLEC purchases unbundled switching from BellSouth, BellSouth will provide
2 access to its signaling network in the same manner as it provides such access for itself.
3

4 BellSouth's SS7 network provides dedicated two-way signaling links that interconnect
5 BellSouth's STP locations and CLEC's Signaling Points at Signaling-Point-of-Interface
6 (SPOI) locations. SGAT, § X.A. The SS7 network consists of STP Port Termination(s)
7 for CLEC signaling and STP Interconnection Facilities (also called Signaling Links).

8 The port terminations consist of port connections operating at 56 Kilobits per second (56
9 Kbps) transmission facilities on BellSouth's STP. The STP Interconnection Facility is the
10 transmission facility that lies between the multiplexing hub, which demultiplexes the
11 CLEC's 56 Kbps transmission from DS1 transmission facilities, and the STP port. 47
12 C.F.R. § 51.319(e)(1)(ii); See NewSouth Agmnt., Att. 2, § 11.0.
13

14 STPs are signaling message switches that interconnect Signaling Links to route signaling
15 messages between switches and databases. CLECs may use BellSouth's SS7 signaling
16 network for signaling between their switches, between their switches and BellSouth's
17 switches, and between their switches and the networks of other parties connected to the
18 BellSouth SS7 network. STPs also provide access to other network elements connected
19 to the BellSouth SS7 network including: 1) BellSouth-provided local end office
20 switching or tandem switching; 2) BellSouth-provided SCPs or databases; 3) third-party
21 provided local end office switching or tandem switching; and 4) third-party provided
22 SCPs or databases. See NewSouth Agmnt., Att. 2, § 11.0;
23

24 Q. DOES BELL SOUTH PROVIDE SS7 NETWORK INTERCONNECTION?
25

1 A. Yes. SS7 Network Interconnection is the interconnection of the CLEC's local STPs and
2 CLEC's local end office or tandem switching systems with BellSouth's STPs. This
3 interconnection provides connectivity that enables the exchange of SS7 messages among
4 BellSouth's switching systems and databases, CLEC's local or tandem switching
5 systems, and other third-party switching systems directly connected to the BellSouth SS7
6 network. SS7 network interconnection provides CLECs with connectivity to all
7 components of the BellSouth SS7 network.
8

9 Q. IS ACCESS TO BELL SOUTH'S SIGNALING NETWORK AVAILABLE?
10

11 A. Yes. BellSouth's signaling service is available as evidenced by the fact that, as of April
12 20, 2001, eight (8) CLECs had directly connected to BellSouth's signaling network in
13 Alabama. Additional facilities-based CLECs may obtain access to BellSouth's signaling
14 network as described above and in BellSouth's tariff (FCC No. 1). Because neither
15 BellSouth's switch nor STP distinguish between BellSouth's end users and the end users
16 of resellers, BellSouth does not know how many queries have been made to BellSouth's
17 databases from the end users of resellers.
18

19 **CALL-RELATED DATABASES**
20

21 Q. DESCRIBE THE CALL-RELATED DATABASES BELL SOUTH OFFERS ON AN
22 UNBUNDLED BASIS.
23

24 A. Section 51.319(e)(2)(ii) of the FCC Rules set forth certain call-related databases to
25 which BellSouth must offer access on an unbundled basis. Consistent with that rule,

1 BellSouth provides access to its LIDB, Toll Free Number database, Local Number
2 Portability database, CNAM database, Advanced Intelligent Network Services Feature
3 database, as well as the 911 and E911 databases. *See* SGAT § X.A.3.d.
4

5 Q. DOES BELLSOUTH PROVIDE ACCESS TO ITS SERVICE CONTROL POINTS?
6

7 A. Yes. A SCP is a specific type of network element where call related databases can reside.
8 SCPs deployed in a SS7 network execute service application logic in response to SS7
9 queries sent to them by a switching system also connected to the SS7 network. SCPs also
10 provide operational interfaces to allow for provisioning, administration and maintenance
11 of subscriber data and service application data. CLECs may use either Feature Group D
12 or SS7 signaling for interconnecting with BellSouth's network. *See* NewSouth Agmnt.,
13 Att. 2, §13.0.
14

15 Q. DESCRIBE THE ACCESS BELLSOUTH PROVIDES TO ITS LIDB DATABASE.
16

17 A. The LIDB is a transaction-oriented database accessible through Common Channel
18 Signaling (CCS) networks such as BellSouth's SS7 network. It contains records
19 associated with end user line numbers and Special Billing Numbers. BellSouth's region-
20 wide LIDB processed more than 1.5 billion queries from CLECs and others during the
21 period from January 1997 through February 2001. Access to the LIDB is at present
22 through a third party "signaling hub" provider or IXC directly connected to BellSouth's
23 signaling network. LIDB queries are billed to the third party "signaling hub" provider or
24 IXC, not the CLEC. CLECs can access the LIDB database once the CLEC puts required
25 signaling links in place. *See* NewSouth Agmnt., Att. 2, § 13.4. Carriers may update

1 customer information contained in BellSouth's LIDB in substantially the same time and
2 manner as BellSouth's retail operations.

3
4 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS CNAM SERVICE.

5
6 A. CNAM service enables the called end user to identify the calling party by a displayed
7 name before the call is answered (often referred to as a "caller ID" service). BellSouth
8 will provide all requesting CLECs nondiscriminatory access to its CNAM Service
9 database. *See* NewSouth Agmnt., Att. 2, § 13.8. When a CLEC purchases unbundled
10 local switching from BellSouth, access to the CNAM database will be identical to that
11 used by BellSouth in the same switch. 47 C.F.R. § 51.319(e)(2)(iii).

12
13 The calling party's name, date, and time of the call are retrieved from the SCP database
14 and delivered to the end user's premises between the first and second ring for display on
15 compatible customer premise equipment. CNAM Service Query is BellSouth's service
16 that allows a CLEC to query BellSouth's Calling Name database.

17
18 When a CLEC operates its own switching center, access to the CNAM database is
19 obtained through the SS7 network. The CLEC accesses the SCP through the BellSouth
20 STP or by connecting the CLEC's STP to the BellSouth STP and then to the BellSouth
21 SCP. CLECs that deploy their own switching facilities are able to access BellSouth's
22 SS7 network for each of their switches through a signaling link between their switches
23 and BellSouth's STP in the same manner as BellSouth connects its own switches to the
24 STP. The same features, functions, and capabilities are available to the CLEC as are
25 available to BellSouth. 47 C.F.R. §51.319(e)(2)(iv).

1
2 Q. IS CNAM AVAILABLE TO CLECS?

3
4 A. Yes. As of April 1, 2001, BellSouth has over 70 CNAM database customers, consisting
5 of both CLECs and independent LECs, across BellSouth's nine-state region.
6

7 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO ITS TOLL FREE NUMBER
8 AND NUMBER PORTABILITY DATABASE.
9

10 A. The SGAT and BellSouth's Commission approved agreements provide the terms and
11 conditions for nondiscriminatory access to BellSouth's Toll Free Number and Number
12 Portability Database. *See* NewSouth Agmnt., Att. 2, § 13.5. Access to the Toll Free
13 Number and Number Portability databases allows a CLEC to access BellSouth's Toll
14 Free Number and Number Portability databases for the purpose of switch query and
15 database response. The Toll Free Number database provides the CLEC information
16 required to determine the appropriate routing to a toll free number such as an 800 or 888
17 number.
18

19 The Number Portability database comes in two forms. The Routing service, which is a
20 default porting service (if a company does not sign up for a query service, it will
21 automatically use the Routing service to port calls) is available to any company and no
22 registration is necessary. The Query service is available to any company as well, but a
23 three-page form must be completed and returned to BellSouth. The differences between
24 the two services is that the query service is about one-fourth of the cost of the routing
25 service. No contracts are necessary for either service. Additional information on both

1 LNP database services is available at:

2 http://www.interconnection.bellsouth.com/products/vertical/LNP_Query.html; and

3 http://www.interconnection.bellsouth.com/products/vertical/LNP_Call_Routing.html.

4 When a CLEC purchases unbundled local switching from BellSouth, it has exactly the
5 same access as BellSouth to BellSouth's Toll Free Number and Number Portability
6 database. *See* NewSouth Agmnt., Att. 2, § 13.5.

7
8 BellSouth offers three different types of access to the BellSouth call related databases.
9 The first type of access allows a CLEC whose switches are SS7 capable to attach those
10 switches to BellSouth's STPs and then to the BellSouth call related databases. *See*
11 SGAT, § X.A.

12
13 The second option is for a CLEC whose switches are SS7 capable to attach those
14 switches to a third party's STPs. These STPs would be attached to BellSouth's STPs and
15 then to BellSouth's call related databases. *See* SGAT, § X.A. A CLEC can use Feature
16 Group D for calls using information retrieved from BellSouth's databases.

17
18 The third option allows access by a CLEC whose switches are not capable of supporting
19 SS7 protocols. I am not aware of any requests from CLECs for such access, no doubt
20 because the SS7 protocol has been used so extensively for many years that most, if not
21 all, modern switching systems are SS7-capable. However, should a CLEC make such a
22 request, BellSouth would respond using the BFR process.

23
24 All of the above features are available to a CLEC and its customers in the same manner
25 as provided by BellSouth to its own customers. When a CLEC operates its own

1 switching system, access to the databases will be obtained by using the SS7 network. 47
2 C.F.R. § 51.319(e)(2)(iv).
3

4 When a CLEC purchases unbundled local switching from BellSouth, the access to the
5 call related databases will be identical to that used by BellSouth in the same switch. 47
6 C.F.R. § 51.319(e)(2)(iii).
7

8 Q. IS BELL SOUTH SUCCESSFULLY PROVIDING ACCESS TO ITS TOLL FREE
9 NUMBER DATABASE?
10

11 A. Yes. BellSouth has offered independent LECs and other service providers access to its
12 Toll Free Number database for years. The necessary methods and procedures for
13 obtaining such access by CLECs are business as usual for BellSouth. Moreover, the
14 availability of these services is evidenced by the fact that, from January 1997 through
15 March 31, 2001, CLECs and other service providers across BellSouth's nine-state region
16 completed approximately 8.2 billion queries to BellSouth's Toll Free Number database.
17 Additional facilities-based CLECs may obtain access to the database as described in
18 BellSouth's tariff (FCC No. 1). Assuming the appropriate signaling links are in place,
19 direct access to the database can be provided as determined through negotiations.
20

21 Q. DESCRIBE THE ACCESS BELL SOUTH PROVIDES TO THE AUTOMATIC
22 LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS).
23

24 A. The ALI/DMS database contains end user information (including name, address,
25 telephone information, and sometimes special information from the local service provider

1 or end user) used to determine to which Public Safety Answering Point the call should be
2 sent. BellSouth offers CLECs a data link to the ALI/DMS database or permits CLECs to
3 provide their own datalinks to the database. *See NewSouth Agmnt., Att. 2, § 13.6.*
4

5 Q. DESCRIBE BELL SOUTH'S AIN NETWORK ARCHITECTURE.
6

7 A. AIN is a vendor-independent network architecture deployed by BellSouth that provides
8 capabilities for creation of custom telecommunications services that are invoked by SS7
9 messages (called "triggers") from a switch through the STP to a SCP database. AIN uses
10 distributed intelligence in databases to control call processing and manage network
11 information, rather than performing those functions at every switch. When a CLEC
12 purchases unbundled local switching from BellSouth, it has exactly the same access as
13 BellSouth to BellSouth's AIN.
14

15 AIN access provides CLECs the ability to create service applications utilizing
16 BellSouth's AIN and deploy those applications via the BellSouth Service Management
17 System ("SMS") in conjunction with BellSouth's SCPs. BellSouth provides access to its
18 AIN SCP, or databases, through its AIN Toolkit and AIN SMS Access services. These
19 services permit the CLEC to create and deploy AIN services on a BellSouth SCP using a
20 set of service creation tools provided by BellSouth. BellSouth uses these same tools to
21 create and deploy AIN services in exactly the same manner as is available to CLECs. As
22 set forth in BellSouth's SGAT, SMS access allows CLECs to provide AIN services from
23 either BellSouth switches or the CLEC's own switch. It also allows CLECs to create
24 service applications using BellSouth's AIN service creation tools and to deploy those

1 services using BellSouth's service management tools. CLECs will have the same access
2 to SMS as does BellSouth. *See* SGAT, § X.3.d.

3
4 Using BellSouth's AIN Toolkit, end user customers of the CLEC may also access
5 BellSouth-created AIN applications and/or CLEC-created AIN applications residing in
6 BellSouth's SCP via 1) unbundled local switching purchased from BellSouth, or 2) a
7 CLEC's own switch that is connected to BellSouth's SS7 network via the SS7 network
8 element. 47 C.F.R. § 51.319(e)(2)(iii), (iv) and § 51.319(e)(3)(C).

9
10 BellSouth has tested its AIN Toolkit, which provides a CLEC with the ability to create
11 and offer AIN-service applications to the CLEC's end users, as well as its AIN SMS
12 access, which provides a CLEC with access to the BellSouth-provided service creation
13 environment. The completion of test calls and the generation of billing records were part
14 of the testing process that completed March 31, 1997. The testing confirmed that service
15 orders flowed through BellSouth's systems properly and that accurate bills were
16 rendered.

17
18 BellSouth has made presentations to several CLECs interested in using AIN Toolkit to
19 develop AIN applications that would run via BellSouth's AIN, and thus on BellSouth's
20 switches. A CLEC that wishes to access BellSouth's AIN service creation tools (that is,
21 AIN Toolkit) for the first time could, however, do so in a matter of seven days provided
22 that the CLEC has an ISDN line and a personal computer.

23
24 BellSouth provides access to the SMS associated with each of the databases described
25 above in accordance with 47 C.F.R. § 51.319(e)(3). This gives CLECs the same access as

1 BellSouth to develop and deploy AIN services using BellSouth's SMS. Requesting
2 CLECs receive the information necessary to format data and enter the data correctly into
3 the various databases using the associated SMS.
4

5 Q. DOES BELLSOUTH MAINTAIN ITS DATABASES IN ACCORDANCE WITH
6 SECTION 222 OBLIGATIONS?
7

8 A. Yes. All data in the above databases are maintained in accordance with §222 of the Act.
9 47 C.F.R. § 51.319(e)(2)(vi).
10

11 Q. WILL BELLSOUTH CONSIDER OTHER MEANS OF ACCESS TO ITS CALL-
12 RELATED DATABASES?
13

14 A. BellSouth will respond to requests for additional arrangements for access to call-related
15 databases and associated signaling facilities through the BFR process.
16

17 Q. PLEASE SUMMARIZE YOUR TESTIMONY ON CALL-RELATED DATABASES.
18

19 A. In summary, as required by 47 C.F.R. § 51.319(e), BellSouth provides unbundled,
20 nondiscriminatory access to its signaling networks, to its call-related databases used in
21 signaling networks for billing and collection or the transmission, routing or other
22 provision of telecommunications services, and to the associated SMS for each database.
23 Each database is accessed through BellSouth's STPs by a requesting CLEC in the same
24 manner and via the same signaling links to the database that are used by BellSouth itself.
25

1 Q. DESCRIBE BELL SOUTH'S PROVISION OF NONDISCRIMINATORY ACCESS TO
2 SERVICE MANAGEMENT SYSTEMS.

3
4 A. SMS is defined as a computer database or system not part of the public switched network
5 that, among other things: (1) interconnects to the SCP and sends to that SCP the
6 information and call processing instructions needed for a network switch to process and
7 complete a telephone call; (2) provides telecommunications carriers with the capability of
8 entering and storing data regarding the processing and completing of a telephone call.
9 BellSouth provides access to the SMS associated with each of the databases described
10 above in accordance with 47 C.F.R. § 51.319(e)(3). Requesting carriers are provided
11 with the information necessary to format data and enter it into the various databases using
12 the associated SMS. Carriers have the same access as BellSouth to develop AIN services
13 using SMS. All data in the databases described above is maintained in accordance with §
14 222 of the Act.

15
16 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**

17
18 Q. DESCRIBE BELL SOUTH'S COMPLIANCE WITH CHECKLIST ITEM 11.

19
20 A. Section 271(2)(B)(x1) requires that BellSouth generally offer "until the date by which the
21 Commission issues regulations pursuant to section 251 to require number portability,
22 interim telecommunications number portability through remote call forwarding, direct
23 inward dialing trunks, or other comparable arrangements, with as little impairment of
24 functioning, quality, reliability, and convenience as possible. After that date, full
25 compliance with such regulations." BellSouth provides interim number portability in

1 accordance with these requirements. *See Intermedia Agmnt., Att. 5, § 3.0.* BellSouth
2 continued to offer interim number portability until March 31, 2000, when BellSouth
3 began offering CLECs LNP on over 97% of BellSouth's access lines in Alabama.
4 Therefore, BellSouth continues to be in compliance with this checklist item.
5

6 Q. DESCRIBE BELLSOUTH'S INTERIM NUMBER PORTABILITY OFFER.
7

8 A. BellSouth offered interim number portability under the four methods which the FCC had
9 found to be technically feasible: (1) Remote Call Forwarding (RCF) and Direct Inward
10 Dialing (DID); (2) Route Index-Portability Hub (RI-PH); (3) Directory Number-Route
11 Index (DN-RI); and (4) Local Exchange Routing Guide (LERG) Reassignment.
12 BellSouth provides Route Index-Portability Hub (RI-PH) as a comparable arrangement in
13 provisioning interim number portability.
14

15 BellSouth ported 4,585 lines in Alabama using INP. However, as of April 13, 2001,
16 BellSouth had converted 3,412 (74%) of those lines to LNP. In its region, BellSouth
17 ported 117,010 numbers, of which 106,134 (91%) have been converted to LNP as of that
18 same date.
19

20 Q. DESCRIBE BELLSOUTH'S PERMANENT NUMBER PORTABILITY OFFER.
21

22 A. BellSouth has implemented permanent number portability in Alabama in accordance with
23 FCC rules and as discussed further in the Affidavit of Dennis Davis, Attachment F. As of
24 March 31, 2000, BellSouth had equipped 139 out of 151 of its switches in Alabama
25 accounting for over 97% of its lines with LNP capability. As of February 28, 2001,

1 BellSouth has equipped in its nine-state region switches accounting for over 97% of its
2 access lines with LNP capability. This total includes all major marketing areas. The
3 remaining approximately less than 3% of network access lines in BellSouth's nine-state
4 region generally are located in rural areas not yet subject to competition. These access
5 lines will be equipped for LNP if requested by a CLEC via the BFR process. For the less
6 than 3% of access lines for which LNP is not available, INP will remain available.
7 Once long term number portability is implemented in a particular end office, BellSouth
8 and CLECs will withdraw interim number portability offers. The transition from interim
9 arrangements to permanent arrangements should be accomplished within 120 days.
10 BellSouth will not charge the CLEC for the conversion from interim to permanent
11 number portability.

12
13 As of March 31, 2001, BellSouth had ported 56,516 business directory numbers and
14 7,098 residence directory numbers in Alabama using LNP. In its nine-state region,
15 BellSouth has ported 1,113,649 business and 133,703 residence directory numbers as of
16 March 31, 2001, which confirms the availability of LNP.

17
18 Q. DESCRIBE THE MEANS BY WHICH CLECS' END USER CUSTOMERS MAY
19 OBTAIN VERIFICATION OR INTERRUPTION OF A TELEPHONE NUMBER
20 THAT HAS BEEN PORTED TO A CLEC SWITCH.

21
22 A. BellSouth has developed methods and procedures to be followed when customers want
23 verification or interruption of a conversation involving a telephone number that has been
24 ported to a CLEC's switch. There are two arrangements that a CLEC may elect: 1)
25 BellSouth provides operator call processing on behalf of the CLEC; and 2) the CLEC

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-1-2 requesting that you identify facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered "Cross Connects," under BellSouth's proposed definition, and state the rate applicable to each such facility.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. BellSouth is not aware of any configuration where CLEC facilities are interconnected with BellSouth facilities without the use of cross-connections.

- ISSUE: With respect to interference and impairment issues raised outside of the scope of FCC Rule 51.233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?
- REQUEST: Provide all documents identified in response to Interrogatory 4-2-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to the extent the request imposes an obligation on BellSouth that is not supported by applicable law.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Where grandfathering is appropriate, which rates should apply?

REQUEST: Provide all documents identified in response to Interrogatory 4-3-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

- ISSUE: What rates should apply for BellSouth-supplied DC power?
- REQUEST: Provide all documents identified in response to Interrogatory 4-6-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, Attachment 4-Central Office and Attachment 4-Collocation Rates, which is available at the following URL link:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

- ISSUE: What rates should apply for BellSouth-supplied DC power?
- REQUEST: Provide all documents identified in response to Interrogatory 4-6-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-6-2

ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents identified in response to Interrogatory 4-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-7-1 as well as BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

- ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?
- REQUEST: Provide all documents identified in response to Interrogatory 4-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-7-2

- ISSUE: Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?
- REQUEST: Provide all documents identified in response to Interrogatory 4-8(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-8(A)-1.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents identified in response to Interrogatory 4-8(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-8(B)-1.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents identified in response to Interrogatory 4-8(B)-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring are or should be applied to CLECs for power under power usage metering arrangements.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-8(B)-2.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 4-8(B)-3 regarding the manner in which BellSouth apportions the costs of provisioning DC power into the category of recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-8(B)-3.

- ISSUE: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?
- REQUEST: Provide all documents identified in response to Interrogatory 4-9-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-9-1.

ISSUE: Should payment history be included in the CSR?

REQUEST: Provide all documents identified in response to Interrogatory 6-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, it is BellSouth's policy that unless ordered by a state commission, BellSouth does not include customer payment history information on the CSR. BellSouth believes that such information is confidential and should not be shared on an end user by end user or CLEC by CLEC basis. In the State of Alabama [and Florida] where the Commission has ordered BellSouth to provide such information,

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 6-1-1
Page 2 of 2

RESPONSE: (continued)

BellSouth has complied with the Commissions' Order and provides such payment history information on the CSR.

BellSouth's position regarding its policy relating to customer payment history information being included on the CSR has been stated the 1997 AT&T Arbitration before the Alabama Public Service Commission in Docket No. 25703. Such information is a matter of public record.

- ISSUE: What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?
- REQUEST: Provide all documents identified in response to Interrogatory 6-3(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information.
- RESPONSE: See BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 6-3(A)-1.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-4-1 requesting that you identify all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

RESPONSE: See BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 6-4-1.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-4-2 requesting that you identify all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

RESPONSE: BellSouth objects to this Request for Production on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. The FCC as well as this Commission has held that BellSouth provides competitors with nondiscriminatory access to its OSS and that BellSouth need not mechanize all of its preordering and ordering functions in order to provide nondiscriminatory access. Thus, any information regarding BellSouth's retail services is irrelevant to this proceeding. Moreover, BellSouth objects on the grounds that it is vague and ambiguous as the phrase "network facilities" is not defined.

ISSUE: What rate should apply for Service Date Advancement (a/k/a service expedites)?

REQUEST: Provide all documents identified in response to Interrogatory 6-5-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

BellSouth also objects on the grounds of attorney-client privilege and/or work-product doctrine.

Subject to and without waiving the foregoing objections, responsive documents are attached, some of which are proprietary. Also see Section 1.2 of the BellSouth Interconnection Guide at <http://interconnection.bellsouth.com/guides/leo/html/gctic001/titlepg.htm>

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 6-5-1
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 6-5-1**

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of

Joint Application by BellSouth Corporation,
BellSouth Telecommunications, Inc.,
and BellSouth Long Distance, Inc. for
Provision of In-Region, InterLATA
Services in Florida and Tennessee

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WC Docket No. 02-307

JOINT REPLY AFFIDAVIT OF JOHN A. RUSCILLI AND CYNTHIA K. COX

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no basis to determine if any of the additional services are included in the hot cut charges identified by Mr. King. In fact, Mr. King does not even assert that they are. To the contrary, we believe that these hot cut charges of other carriers are more appropriately compared to BellSouth's basic hot cut charge. In Florida, this charge is \$51.09. Neither AT&T, nor any other commenter, has challenged this rate as not being TELRIC-compliant.

17. Finally, it should be noted that, while AT&T complains about BellSouth's Florida hot cut rates, the United States Department of Justice ("DOJ"), in its Evaluation of BellSouth's current *FL/TN 271 Application*, did not find fault with prices in either Florida or Tennessee. While the DOJ has provided guidance to the FCC on UNE rates in previous applications, the DOJ did not raise any TELRIC concerns in its Evaluation.

B. UNE Pricing—Charges for Expedited Orders

18. AT&T contends that BellSouth is unilaterally imposing a \$200 per day per line charge for expediting any order and, therefore, is in violation of the pricing requirements of the Act. AT&T King Declaration ¶15. As an initial matter, BellSouth does not "unilaterally" impose any charges upon CLECs. The rates that BellSouth charges CLECs are as set forth in the state commission-approved interconnection agreements between BellSouth and CLECs. These agreements are negotiated and arbitrated between the parties. BellSouth's existing interconnection agreement with AT&T (effective October 26, 2001, Attachment 7,) explicitly states:

Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, AT&T must request the expedite through the appropriate BellSouth service center on the appropriate service

request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise AT&T of this date on the FOC. If the date on the FOC does not meet AT&T's request, AT&T may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise AT&T of any charges at the time the offered date is provided. (Section 3.14)

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party. (Exhibit A)

AT&T fails to acknowledge that it *voluntarily* agreed to an interconnection agreement under which (1) BellSouth can charge for expedited orders and (2) where charges are not specified in the agreement, BellSouth's tariffed rates are to apply. In addition, AT&T did not arbitrate this issue before any state commission. Likewise, no other CLECs have arbitrated the amount of the expedite charge.

19. On July 10, 2002, BellSouth sent CLECs a Carrier Notification letter advising that BellSouth would begin billing, effective August 15, 2002, for expedited service intervals that are less than those set forth in the BellSouth Product and Services Interval Guide. (See Reply Exhibit JAR/CKC-3) Pursuant to AT&T's interconnection agreement, the rate applicable to expedited orders is outlined in BellSouth's FCC No. 1 Tariff, Section 5 (which is \$200 per circuit per day).
20. One of the means by which BellSouth meets its obligations under section 251(c)(3) is through standard intervals for provisioning service requests. An expedited service request goes beyond the obligation to provide non-discriminatory access, and thus is not covered by section 251(c)(3). As a practical matter, if there were no charge for expedited service requests, it is likely that most CLEC orders would be expedited, causing BellSouth to miss its standard intervals

and its obligations to provide non-discriminatory access. The result would be most, if not all, orders would either be expedited or late, due to the volume of expedite orders that preempt other scheduled orders with standard intervals. There is no requirement for BellSouth to provide superior service to CLECs than it provides to its own retail customers under section 251 or section 271.

21. It follows from this that rates for expediting installation intervals are not subject to TELRIC pricing. Expedited installation intervals are not required under Section 251(c)(2)-(3) of the Act and therefore are not governed by the pricing requirements of Section 252(d) and are not a 271 requirement.
22. Lastly, BellSouth retail customers are subject to expedite charges, as are CLECs for the same reason. That is, if BellSouth were not to charge retail customers for expediting orders, the result would be as we described previously - congestion in the ordering process and delays in the standard interval orders.

IV. CHECKLIST ITEM 4 – LOOPS

23. AT&T asserts that BellSouth does not provide a reasonable and cost-based method of converting special access DS1 circuits to stand-alone unbundled loops. AT&T Comments at p. 19-20 and Berger Declaration at ¶¶11-14. This allegation is incorrect for several reasons.
24. First, in the *GA/LA* Order, although the Commission did not explicitly address conversion of special access to stand-alone UNEs, the Commission did address conversion of special access to EELs and found a multiple order process to be acceptable. Specifically, at ¶200 of the *GA/LA Order*, the FCC states:

Allegiance and US LEC/XO allege that the 2-step process for converting special access circuits to EELs is needless, costly and does not comply with the Commission's rules. We reject this

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY

ISSUED: February 13, 2001

BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

GENERAL SUBSCRIBER SERVICES TARIFF

PSC KY. TARIFF 2A
Second Revised Page 4.1
Cancels First Revised Page 4.1
EFFECTIVE: March 15, 2001

A4. SERVICE CHARGES

(T)

(M)

A4.4 Dual Service

A4.4.1 General

- A. Dual Service is a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time for nondesignated services only. The provision of Dual Service assures the customer continual service at both locations during the time of a move.
- B. A request for Dual Service occurs on orders for a transfer of service (T&F) within the same wire center where no telephone number change is involved.
- C. Dual Service will be offered subject to the availability of facilities and technical limitations.
- D. Payment for Dual Service is provided for by billing the nonrecurring charge following plus the applicable portion of the monthly rate on both lines during the period of service overlap, regardless of the duration of that overlap.

A4.4.2 Rates And Charges

- A. Exchange Access Line
 1. Per line, trunk or main station line

	Nonrecurring Charge	USOC
(a) Residence	\$20.00	NA
(b) Business	24.00	NA

A4.5 Service Expediting Charge

A4.5.1 General

- A. When the customer requests that service be provided in advance of the established service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided.
- B. The charge is applicable per exchange, per customer request.
- C. The Service Expediting Charge applies in addition to all other service and installation charges normally applicable.
- D. The definition of an established service interval, for purposes of applying this charge, is that interval which was agreed to by the Company during the initial negotiation for service, where flexible dates are available or where predetermined intervals must be offered. Service intervals vary by the type and amount of service requested and/or the location where the service is to be provided.
- E. For requests to expedite service to the plant test date from the established due date for lines or trunks requiring engineering design, a Secondary Service Charge will apply in lieu of the charges shown following. This charge is in addition to the normal service charges applicable on the request.
- F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

A4.5.2 Charges

(a) Simple Residence Service	\$25.00	EOD	(M)
(b) Simple Business Service	35.00	EOD	(M)
(c) Lines or trunks requiring engineering design	375.00	EODPX	(M)

BELLSOUTH
TELECOMMUNICATIONS, INC.
LOUISIANA
ISSUED: June 30, 1999
BY: President - Louisiana
New Orleans, Louisiana

GENERAL SUBSCRIBER SERVICES TARIFF

Tenth Revised Page 7
Cancels Ninth Revised Page 7

EFFECTIVE: July 15, 1999

A4. SERVICE CHARGES

A4.5 Service Expediting Charge

A4.5.1 General

- A. When the customer requests that service be provided in advance of *the established* service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided. (M)
- B. The charge is applicable per exchange, per customer request, as defined in A4.1. (M)
- C. The charge applies in addition to all other service and installation charges normally applicable. (M)
- D. The definition of an *established* service interval, for purposes of applying this charge, is that *interval which was agreed to by the Company and the customer during the initial negotiation for service, where flexible dates are available or where predetermined intervals must be offered.* (T)(M)
- E. For requests to expedite service to the normal plant test date from the *established* due date for lines or trunks requiring engineering design, a *charge equal to the Secondary Service Charge* will apply in lieu of the *expedite* charge shown. *This charge is in addition to the normal service charges applicable on the request.* (T)
- F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

A4.5.2 Charges

	Nonrecurring Charge	USOC	
(a) Residence Service	\$25.00	EOD	(T)
(b) Business Service	35.00	EOD	(T)
(c) (DELETED)			(D)
(d) Lines or trunks requiring engineering design	375.00	EODPX	

A4.6 Reserved for Future Use

BELLSOUTH
TELECOMMUNICATIONS, INC.
MISSISSIPPI
ISSUED: February 13, 2001
BY: President - Mississippi
Jackson, Mississippi

GENERAL SUBSCRIBER SERVICES TARIFF

Fourth Revised Page 4.0.1
Cancels Third Revised Page 4.0.1

EFFECTIVE: March 15, 2001

A4. SERVICE CHARGES**A4.3 Schedule of Charges for Connecting or Changing Service**

(T)

A4.3.1 Rates and Charges**A. Line Connection Charge**

1. Applies per exchange access line, trunk, ESSX-1 NAR or ESSX[®] service, Digital ESSX[®] service, Centrex, MultiServ[®] service, MultiServ[®] PLUS service, and BellSouth[®] Centrex service main station line.

	Residence	Business	USOC	
(a) First Line, per customer request	\$46.00	\$67.00	NA	(C)
(b) Additional Line, each	13.00	15.00	NA	(C)

B. Line Change Charge

1. Applies per exchange access line, trunk, ESSX-1 NAR or ESSX[®] service, Digital ESSX[®] service, Centrex, MultiServ[®] service, MultiServ[®] PLUS service, and BellSouth[®] Centrex service main station line.

(a) First Line, per customer request	15.50	24.50	NA	(C)
(b) Additional Line (each)	11.00	13.00	NA	(C)

C. Secondary Service Charge

1. Applies per customer request

(a) Each	8.00	18.00	NA	(C)
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D. Premises Work Charge

1. First 15-minute increment or fraction thereof

(a) Per increment	23.00	24.00	NA	(C)
-------------------	-------	-------	----	-----

2. Each additional 15-minute increment or fraction thereof

(a) Per increment	9.00	9.00	NA	(C)
-------------------	------	------	----	-----

A4.4 Service Expediting Charge**A4.4.1 General**

- A. When the customer requests that service be provided in advance of normal service intervals, and the Company can comply, a service expediting charge will apply per request per exchange in addition to all other service and installation charges normally applicable.
- B. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

A4.4.2 Charges

	Nonrecurring Charge	USOC
(a) Simple	\$25.00	NA
(b) Complex	75.00	NA
(c) Special Services	300.00	NA

A4.5 Reserved for Future Use

SOUTH CENTRAL BELL
TELEPHONE COMPANY
TENNESSEE

GENERAL SUBSCRIBER SERVICES TARIFF

Tenth Revised Page 5
Cancels Ninth Revised Page 5

ISSUED: March 17, 1995
BY: President - Tennessee
Nashville, Tennessee

EFFECTIVE: April 20, 1995

A4. SERVICE CHARGES¹

(T)

A4.5 Service Expediting Charge

(N)

A4.5.1 General

(N)

A. When a customer requests that service be provided in advance of the established service interval, and the Company is able to comply, a Service Expediting Charge applies. The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type and amount of service requested and/or the location where the service is to be provided. (N)

B. The charge is applicable per exchange, per customer request. (N)

C. The charge applies to all other service and installation charges normally applicable. (N)

D. The definition of an established service interval, for purposes of applying this charge, is that interval which was agreed to by the Company and the customer during the initial negotiation for service where flexible dates are available or where predetermined intervals must be offered. (N)

Service intervals may vary by the type and amount of service requested and/or the location where the service is to be provided. (N)

E. For requests to expedite service to the plant test date from the established due date for lines or trunks requiring engineering design, a Secondary Service Charge will apply in lieu of the charges shown following. This charge is in addition to the normal service charges applicable on the request. (N)

F. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment. (N)

A4.5.2 Rates and Charges

(N)

	Nonrecurring Charge	USOC	
(a) Residence Service	\$25.00	EOD	(N)
(b) Business Service	35.00	EOD	(N)
(c) Lines or trunks requiring engineering design	375.00	EODFX	(N)

Note 1: These changes are a result of the restructure of this section and are to be implemented on May 9, 1995. (N)



Notice

Notification Type:	New Service Offering
Jurisdiction:	ALABAMA
Notice Date:	10/21/2002
Filing Package Number:	AL2002-111
Service Name:	Service Expediting Charge
Tariff Sections:	A4
Expected Issue Date:	12/16/2002
Expected Effective Date:	01/15/2003
Descriptive Narrative:	With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval.



Notice

Notification Type:	New Service Offering
Jurisdiction:	FLORIDA
Notice Date:	10/21/2002
Filing Package Number:	FL2002-235
Service Name:	Service Expediting Charge
Tariff Sections:	A4
Expected Issue Date:	12/15/2002
Expected Effective Date:	01/15/2003
Descriptive Narrative:	With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval.



Notice

Notification Type:	New Service Offering
Jurisdiction:	GEORGIA
Notice Date:	10/21/2002
Filing Package Number:	GA2002-126
Service Name:	Service Expediting Charge
Tariff Sections:	A4
Expected Issue Date:	12/16/2002
Expected Effective Date:	01/15/2003
Descriptive Narrative:	With this filing, the Company is initiating a Service Expediting Charge for a customer's request that service be provided in advance of the established service interval.

SOUTH CENTRAL BELL
TELEPHONE COMPANY
ALABAMA

ISSUED: March 24, 1989
BY: President - Alabama
Birmingham, Alabama

PRIVATE LINE SERVICES TARIFF

First Revised Page 11
Cancels Original Page 11

EFFECTIVE: November 15, 1989

B2. REGULATIONS**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.11 Reserved For Future Use****B2.4.12 Reserved For Future Use****B2.4.13 Service Order Modification****A. Service Date Change Charge**

1. Service Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. (N)
2. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in B2.4.14.A. following. (N)
3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges as set forth in B. following apply. Such charges will apply in addition to the Service Date Change Charge. (N)
4. A Service Date Change Charge will apply, on a per occurrence basis, for each service date changed. The applicable charge is: (N)

		Charge	USOC	
(a) Per order		\$25.00	OMC	(N)
B. Expedited Order Charge				(N)
1.	If a customer desires that service be provided on an earlier date than that which has been established for the service order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.			(N)
2.	If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge will apply unless the missed service date was caused by the customer.			(N)
3.	The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:			(N)
a.	Based on the critical dates associated with the service order, as defined in B2.4.14.B.4.b. following, the Company will determine which critical date will be next completed on the order.			(N)
b.	Using the table in B2.4.14.B.4.e. following and the critical date as determined preceding, the Company will determine the percent of the provisioning interval not yet completed, by subtracting the percent shown on the table from 100.			(N)
c.	The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.			(N)

Material previously appearing on this page now appears on page(s) 11.4 of this section

SOUTH CENTRAL BELL
TELEPHONE COMPANY
ALABAMA
ISSUED: March 24, 1989
BY: President - Alabama
Birmingham, Alabama

PRIVATE LINE SERVICES TARIFF

Original Page 11.1

EFFECTIVE: November 15, 1989

B2. REGULATIONS**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.13 Service Order Modification (Cont'd)****B. Expedited Order Charge (Cont'd)****3. (Cont'd)**

- d. The per day charges so developed will then be applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the service order.
- 4. When the request for expediting occurs subsequent to the issuance of the service order, a Service Date Change Charge as set forth in B2.4.13.A. also applies.
- 5. The Expedited Order Charge applicable to non-design circuits will be equal to 50 percent of the total nonrecurring charges associated with the service order.

B2.4.14 Cancellation Of A Service Order

- A. A customer may cancel a service order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is cancelled. If a customer is unable to accept service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The service order shall be cancelled and charges set forth in B. following will apply, or
- Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the service order.

- B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows:

- 1. Costs incurred in conjunction with the provision of Private Line Service start on the Application Date as defined in 4.b. following.
- 2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply.
- 3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following.
- 4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following:
 - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
 - b. The critical dates tracked by the Company are as follows:
 - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning This is also the order date.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: MARCH 24, 2003

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 5-1.2
CANCELS 3RD REVISED PAGE 5-1.2
EFFECTIVE: APRIL 8, 2003

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement

- (1) The regulations and rates specified herein are applicable only for the following services:
 - BellSouth SPA Metallic
 - BellSouth SPA Telegraph
 - BellSouth SPA VG
 - BellSouth SPA WATS Lines
 - BellSouth SPA Program Audio
 - BellSouth SPA Wideband Analog
 - BellSouth SPA Wideband Data
 - BellSouth SPA DS0 Digital Data
 - BellSouth SPA DS1
 - BellSouth SPA DS1 Diverse
 - BellSouth SPA DS1 Shared Ring
 - BellSouth Exchange Access Frame Relay Service (DS0 and DS1)
 - BellSouth Exchange Access Asynchronous Transfer Mode Service (DS1)
 - Managed Shared Frame Relay Service (DS0 and DS1)
 - Managed Shared Asynchronous Transfer Mode Service (DS1)
- (2) When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.
 - (a) For services with standard intervals, a Service Date Advancement Charge will apply for each day the service date is less than the standard interval.
 - (b) For services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon service interval of less than eight business days following the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from eight business days.
- (3) Advancement on Pending Access Orders

A customer may also request a change of the service date on a pending Access order. Should the Company agree to change the service date the following regulations will apply:

 - (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new service interval is less than the standard interval.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: APRIL 3, 2003

TARIFF F.C.C. NO. 1
1ST REVISED PAGE 5-1.2.1
CANCELS ORIGINAL PAGE 5-1.2.1

EFFECTIVE: APRIL 4, 2003

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(x) Withdraws material filed under Transmittal No. 705 and reinstates currently effective material, pursuant to Special Permission No. 03-036.

000813

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: APRIL 3, 2003

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 5-1.3
CANCELS 3RD REVISED PAGE 5-1.3

EFFECTIVE: APRIL 4, 2003

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) (Cont'd)

- (5) The Service Installation Guarantee, specified in 2.4.9 preceding, will not apply on Access orders with advanced service dates. (x)
- (6) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in 5.4 following. (x)
- (7) A Service Date Advancement charge, as specified below, will apply on a per circuit basis for each day the service date is advanced from the standard or negotiated interval for services specified in (1) above. (x)

Service Date Advancement
Special Access Service
- Per Circuit, Per Day

Nonrecurring Charge

USOC

~~\$200.00~~

SDASP

- (8) The Service Date Advancement charge, as set forth in (7) above, is in addition to other applicable nonrecurring charges associated with services listed in (1) above. This charge does not apply when the customer requests conversion to a higher order of service as provided in Section 2.4.8(A)(4). This charge does not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis. (x)
- (9) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid. (x)
- (10) When costs other than additional engineering and labor, as set forth in Section 13 of this Tariff, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in the BELLSOUTH TELECOMMUNICATIONS, INC.'s Tariff F.C.C. No. 2. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions set forth in the Special Construction Tariff. (x)

- (x) Withdraws material filed under Transmittal No. 705 and reinstates currently effective material, pursuant to Special Permission No. 03-036.

BELLSOUTH TELECOMMUNICATIONS, INC.

DESCRIPTION AND JUSTIFICATION

ORDERING OPTIONS REVISIONS FOR SPECIAL ACCESS SERVICES

TRANSMITTAL NO. 571

1.0 INTRODUCTION

Pursuant to Special Permission No. 00-107 granting a waiver of Sections 61.58 and 61.59 of the Commissions Rules, BellSouth Telecommunications, Inc. (hereinafter "BellSouth") is revising the F.C.C. No. 1 Ordering Options in Section 5 to remove tariff material introduced in Transmittal No. 564 on October 2, 2000, and deferred under Transmittal No. 565, by Special Permission No. 00-100, until November 16, 2000.

BellSouth is refiling revisions to F.C.C. Tariff No. 1 Ordering Options in Section 5. The filing restructures existing charges as described below. In compliance with the Commission's rules, this filing provides the appropriate support information to show that the restructured rates remain within the applicable price cap limits.

2.0 OVERVIEW

The revisions proposed in Section 5 include adding regulations to specify that charges for orders with short service intervals of four business days or less following the Application Date will no longer apply for certain Special Access services (listed in 3.1 below). Rather, a new charge is being introduced called the Service Date Advancement charge, which will replace the existing short interval charge for the specified Special Access Services. Concurrently, BellSouth is introducing a discount on nonrecurring charges for orders of BellSouth SPA DS1 service with long service intervals.

BellSouth's overall objective with the revisions in this filing is to more efficiently manage its ordering and provisioning process. BellSouth anticipates that customers will move away from more costly short service intervals to longer intervals, which are more manageable and efficient.
The movement toward longer service intervals should enable BellSouth to meet the service date submitted by the customer, resulting in improved service predictability. BellSouth currently offers a standard interval for BellSouth SPA DS0 service and, concurrent with this filing, will implement standard intervals for BellSouth SPA DS1 service which will allow customers to more effectively plan their service effective dates.

3.0 ORDERING OPTIONS REVISIONS

3.1 Revisions to the Short Interval Charge Ordering Conditions

When a customer orders a Special Access service and requests a short service interval of four business days or less following the Application Date, the existing charge is \$345, which applies on a per service order basis for each Special Access service ordered. With this filing, the \$345 short interval charge will no longer apply for the Special Access Services specified below. However, this charge will remain in the tariff for all other Special Access Services. As discussed in 3.2 following, a restructured charge is being introduced for orders with short service intervals for the Special Access Services specified below. Section 5, Ordering Options, has been modified to indicate the applicable Special Access services for which the \$345 short interval charge will no longer apply. The services are:

- BellSouth SPA Metallic
- BellSouth SPA Telegraph
- BellSouth SPA VG
- BellSouth SPA WATS Lines
- BellSouth SPA Program Audio
- BellSouth SPA Wideband Analog

- BellSouth SPA Wideband Data
- BellSouth SPA DS0 Digital Data
- BellSouth SPA DS1
- BellSouth SPA DS1 Diverse
- BellSouth SPA DS1 Shared Ring

3.2 Service Date Advancement Charge

BellSouth replaces the short interval charge with a Service Date Advancement charge for the Special Access Services indicated in 3.1 above. The Service Date Advancement charge will allow customers ordering the above services to improve the service date from the standard or negotiated interval to an earlier service date. A standard interval currently exists for BellSouth SPA DS0 service and standard intervals will be implemented concurrent with the effective date of this filing for BellSouth SPA DS1 service. As currently provided in Section 5.1.1 of the Access Service tariff, service intervals will be established in accordance with published service date interval guidelines, which are available to customers upon request. Interval guidelines are also available through the following website:

http://www.interconnection.bellsouth.com/market/ixc/ixc_guides

The Service Date Advancement charge will apply at a rate of \$200 per circuit for each day the circuit is advanced from the standard or negotiated interval. As an example, the standard service interval for BellSouth SPA DS0 Digital Data service is six days. If the customer requests a four-day service interval, a Service Date Advancement charge of \$400 will apply, i.e., $(6 - 4) \times \$200 = \400 ; or if the customer requests a two-day service interval, a Service Date Advancement charge of \$800 will apply, i.e., $(6 - 2) \times \$200 = \800 .

Should BellSouth fail to meet the agreed upon advanced service date but does provide the service in advance of the standard or negotiated interval, a Service Date Advancement charge will apply for each day BellSouth provides the service in advance of the standard or the negotiated interval. Terms and conditions have been added to Section 5 to indicate the above provisions for the Service Date Advancement charge. In addition, terms and conditions have been added to Section 2 to specify that BellSouth's Service Installation Guarantee will not apply for orders with advanced service dates.

3.3 Discount for Long Service Intervals on BellSouth SPA DS1 Service

As part of the restructure, BellSouth is adding a discount on nonrecurring charges for orders of BellSouth SPA DS1 service with long service intervals. This discount will apply if the customer's initial order for BellSouth SPA DS1 service has a service interval of 16 business days or greater, the customer will receive a twenty percent (20%) discount on the nonrecurring charge. This discount is applicable to BellSouth SPA DS1 service only.

Terms and conditions have been added to Section 5, Ordering Options, for the discount on long service intervals for BellSouth SPA DS1 service.

4.0 PRICE CAP ANALYSIS

Section 61.46(c) of the Commission's price cap rules requires that a filing proposing a rate restructure demonstrate the effect of converting existing rates to rates that will apply after the restructure takes effect. In order to meet the Commission's requirements, the first step is to recast base period demand into the new rate structure. This step is discussed in Section 4.1. Next the recast base period demand is multiplied by proposed rates to derive the revenues under the rate restructure. This step is discussed in Section 4.2. Section 4.2 also discusses rate adjustments that were made in order to bring the restructure within applicable price cap limits.

4.1 Demand Analysis

The existing rate structure for short service intervals of four business days or less is based on a Per Service Order charge. The proposed rate structure will be charged on a Per Circuit Per Day of advancement from the standard or negotiated interval.

To recast demand to the new rate structure, two demand components were considered for SPA DS1¹ service: 1) demand for intervals of four business days or less and 2) demand for intervals of five to seven business days. Demand for intervals of four business days or less was determined based upon an average two-month sample of service orders during the period of August and September 1999. Based on this two-month sample, the probability of 0-4 day orders during this period was 26.2%. BellSouth anticipates that the new Per Circuit Per Day advancement charge will reduce the probability to 5.7%.

Demand for five to seven business day intervals was determined based upon an average two-month sample of SPA DS1 service orders during the period of August and September 1999 (same period as discussed above for 0-4 days). The probability of 5-7 day intervals during the sample was 19.5%. However, with the introduction of standard service intervals for BellSouth SPA DS1 service, that probability is projected to increase 39.9%. This increase is anticipated to be a direct result of the shift away from 0-4 day intervals.

In developing demand for SPA DS0 Service² it was determined that there would be a 38% reduction in 0-4 day orders with some of the demand shifting to 5-day orders.

¹ SPA DS1 service intervals are 5 business days for locations found in the Facility Availability System database and 8 business days for all other locations. Other DS1 services have negotiated intervals.

² SPA DS0 service interval is 6 business days.

Demand for the Service Date Advancement rate element was segmented by class of service (DS0 Voice Grade, DDAS, and DS1) as well as by number of days advanced. Because the Service Date Advancement charge is based on number of circuits as well as number of days advanced, the volume of the demand is much greater than the existing demand for four business days or less based on a Per Service Order charge.

Demand estimates were also developed to capture the impact of the 20% discount on SPA DS1 nonrecurring charges for customers selecting Long Service Intervals of 16 business days or greater as discussed in 3.3 above. The overall impact is expected to increase the percentage of orders for 16 business days or greater from 15% to 21%.

Appendix A, Workpapers SDA-1, Pages 1 and 2 provide a detailed analysis of how demand was developed for 0-4 day intervals, 5-7 day intervals as well as the impact of the 20% discount on BellSouth SPA DS1 nonrecurring for long service intervals.

4.2 Revenue Impact

The tariff revisions proposed in this filing will result in an increase in price cap revenues. In order to stay within the allowable price cap limits, selected Switched Access and Special Access service rates were adjusted. Rates associated with SmartGate Service (a.k.a. BellSouth SPA Managed Shared Network Service) were reduced and corresponding rates associated with BellSouth SWA Managed Shared Network Service were also reduced. Because these reductions result in additional headroom in the Trunking Basket, selected rates associated with Switched Access DS0 Dedicated Transport in the Trunking Basket were increased. These rate adjustments are displayed in Appendix B, Workpaper SP-1. With the rate adjustments for the above service, BellSouth will remain within the allowable price cap limits as displayed in Workpaper SUM-A.

Status of Tariffs for Service Expediting Charges

Jurisdiction	Tariff Section	Rate	Application	Status
FCC No. 1	Section 5.1.1(H)	\$200/circuit/day (SPA services)	<ul style="list-style-type: none"> Special Access Circuits Standalone UNE Loops Standalone UNE Ports 	Effective 11/28/00
Kentucky - GSST	A.4.5	a. Simple Res. Svc. - \$25.00 per exchange, per customer request b. Simple Bus. Svc. - \$35.00 per exchange, per customer request c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request	<ul style="list-style-type: none"> Retail Services 	Effective 3/15/01
Mississippi - GSST	A.4.4	a. Simple - \$25.00 per request per exchange b. Complex - \$75.00 per request per exchange c. Special Services - \$300.00 per request per exchange	<ul style="list-style-type: none"> Retail Services 	Effective 3/15/01
Louisiana - GSST	A.4.5	a. Simple Res. Svc. - \$25.00 per exchange, per customer request b. Simple Bus. Svc. - \$35.00 per exchange, per customer request c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request	<ul style="list-style-type: none"> Retail Services 	Effective 7/15/99
Tennessee - GSST	A.4.5	a. Simple Res. Svc. - \$25.00 per exchange, per customer request b. Simple Bus. Svc. - \$35.00 per exchange, per customer request c. Lines or trunks requiring engineering design - \$375.00 per exchange, per customer request	<ul style="list-style-type: none"> Retail Services 	Effective 4/20/95
All States (except KY/TN) - PL	B.2.4.13B	Nonrecurring charge is based on extent to which the service order has been processed at the time the Company agrees to the service date improvement	Private Line Services (Megalink; Lightgate; Synchronet)	Effective 12/2/99

- Consist of a charge equal to estimated costs incurred
 - Equal total non recurring charges associated with the order (or that part of order being canceled), multiplied by the percentage shown on the chart
 - Apply when a private line order is canceled after the SID date
 - Apply to Designed Services and equal total non recurring charges associated with the order (or that part of the order being canceled), multiplied by the percentage shown on the chart
 - Apply to Non-Designed Services. The cancellation charge is 25% of the non recurring charges if service is canceled after the SID and before the DD. If canceled on or after the due date, cancellation charges are 100% of non recurring charges
-

Service Date Change Charge

A Service Date Change Charge applies:

- When a customer requests a change in service order due dates on **designed** and **nondesigned** orders, and the change does not exceed the original due date by more than 30 days use the following:
 - **PER** order, **PER** occurrence
 - USOC OMC to bill charge
 - One (1) OMC applies for each change in Due Date
 - OMC is a bill and drop USOC
-

Expedited Order Charge

An Expedited Order Charge applies when a customer requests an earlier than normal interval, and it is based on the percentage of provisioning not yet completed.

The Charge applies to:

- New Designed orders -- the percentage is 100%
- Pending orders -- refer to the expedited order chart
- Non-Designed service -- if the order is canceled after the SID and before the DD, 50% of total non recurring charges apply

The Expedited Order Charge may never exceed 50% of total non recurring charges for the order.

Installment Billing

Non recurring charges (NRC) may be billed in three (3) installments:

- 50% of NRC on the first bill
- 25% billed on each of the following two (2) bills
- There is a 1% finance charge on the 2nd and 3rd installments

EXAMPLE:

- ISSUE: What rate should apply for Service Date Advancement (a/k/a service expedites)?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-5-2 requesting that you identify and state the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or "service expedite"). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 6-5-2.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Provide all documents identified in response to Interrogatory 6-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-8-2 requesting that you identify and explain all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. Moreover, this request calls for BellSouth to provide information for all circuit performance and maintenance history for its retail operations. BellSouth utilizes two systems, the Loop Maintenance Operations System ("LMOS") and the Work Force Administration ("WFA"), to maintain maintenance records for both its retail and wholesale circuits. No distinction is made in LMOS or WFA between the maintenance records related to BellSouth's retail customer versus the maintenance records related to BellSouth's wholesale customers. Accordingly, compiling the information requested by the Joint Petitioners' would be oppressive and overly burdensome. In addition, BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Further, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. The request is also irrelevant for the additional reason that BellSouth's retail operations are not relevant to any issue in the proceeding, especially in light of this Commission's and the FCC's finding that BellSouth provides nondiscriminatory access to its OSS. Finally, BellSouth objects to this request to the extent it requires the disclosure of CPNI.

- ISSUE: Should charges for substantially similar OSS functions performed by the parties be reciprocal?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-9-1 requesting that you identify and explain all orders and requests (e.g., requests for Customer Service Records and requests to switch over or "port" a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.
- RESPONSE: BellSouth objects to this request on the grounds that it is vague, ambiguous, and unintelligible. Without clarifying information, BellSouth is unable to provide a response.

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Provide all documents identified in response to Interrogatory 6-10(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, responsive documents are attached, one of which is proprietary.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 6-10(A)-1
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 6-10(A)-1**

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of

Joint Application by BellSouth Corporation,
BellSouth Telecommunications, Inc.,
and BellSouth Long Distance, Inc. for
Provision of In-Region, InterLATA
Services in Alabama, Kentucky, Mississippi,
North Carolina and South Carolina

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WC Docket No. 02-150

AFFIDAVIT OF MARY M. DENNIS

I, MARY M. DENNIS, being of lawful age and duly sworn upon my oath, depose and state:

I. PROFESSIONAL EXPERIENCE

1. My name is Mary M. Dennis. I am a Director of Business Implementation and Compliance at BellSouth Long Distance, Inc. ("BSLD"). BSLD operates as a separate corporate entity from BellSouth Telecommunication, Inc. ("BellSouth"), in accordance with both the 1996 Act and the Commission's rules. In my current position, I direct BSLD's business implementation and regulatory compliance efforts in support of BSLD's long distance operations.
2. I graduated from Indiana University in 1978 with a Bachelor of Arts degree in Mathematics. I then joined South Central Bell as an outside plant engineer with responsibility for issuing work order authorizations. I later assumed responsibilities for long range outside plant planning. In 1984, I moved to Birmingham, Alabama, to join the South Central Bell headquarters staff. My first staff position was tariff writer and subject matter expert for service connection charges in the Rates and Tariffs organization. In 1986, I was promoted to Product Manager in the Lines of Business organization. In 1987, I was promoted to FCC Docket Manager in Atlanta, Georgia. In that capacity, I worked on issues such as cable television, fiber deployment, and the FCC's Third Computer Inquiry. In 1997, I was promoted to Director, Federal Regulatory, with responsibility for

planning and implementing regulatory policies for emerging technologies and advanced telecommunications services. I assumed my current position in 2000.

II. PURPOSE OF AFFIDAVIT

3. The purpose of my affidavit is to respond to the comments of WorldCom, Inc. and to the Declaration of Sherry Lichtenberg filed on behalf of WorldCom, Inc., that concern BellSouth's rejection of orders that include requests for BellSouth Long Distance service. My affidavit will explain why it is appropriate for BellSouth to reject orders from CLECs where BSLD does not have in place the necessary business and technical arrangements to provide service to the CLECs' end users.

III. WORLD COM HAS MISREPRESENTED THE BSLD POLICY ON FULFILLING CLEC REQUESTS

4. In its comments, WorldCom claims that BellSouth announced, on June 14, 2002, a policy that it would only provide BellSouth long distance service for BellSouth local customers, but not for CLEC customers. WorldCom Comments, p. 6. Addressing the same issue, Ms. Lichtenberg refers to Carrier Notification Letter SN91083138, see reply exhibit MMD-1, issued by BellSouth on June 14, 2002. WorldCom Comments, Lichtenberg Declaration, ¶ 25. Contrary to WorldCom's assertion, this Carrier Notification Letter does not state that BSLD will refuse to make its service available to CLECs' customers. Indeed, as Ms. Lichtenberg later explains, this Carrier Notification Letter, issued as a guideline for use of codes associated with BellSouth long distance service, states that CLECs must have an operational agreement with BSLD before their end users can order BSLD services. CLECs that make inquiry to BellSouth regarding operational agreements are provided contact information for BSLD.
5. On July 26, 2002, WorldCom contacted BSLD regarding this operational agreement. BSLD responded to WorldCom on July 31, 2002, see reply exhibit MMD-2, with information about its development of the business and technical requirements that will be necessary to provide BSLD services to WorldCom's end users. BSLD requested that WorldCom provide relevant information about its operations in a questionnaire modeled after questionnaires used by other IXCs.

IV. WORLDCOM IGNORES THE CUSTOMER-RELATED AND BUSINESS-RELATED ARRANGEMENTS WHICH MUST BE IN PLACE BEFORE AN IXC CAN PROVIDE ITS SERVICES TO END USERS

6. Any interexchange carrier ("IXC"), including BSLD, must negotiate the necessary business arrangements that will allow it to provide its service to end users. These arrangements include negotiating the carrier-to-carrier transfer of back office information that allows a customer to select the IXC, set up an account, and receive a bill for the service provided. The IXC must also negotiate acceptable terms for the LEC/CLEC to carry its traffic and assess access charges. For LECs and CLECs who utilize their own switches, the IXC must also ask to have its Carrier Identification Code ("CIC") loaded. Without the IXC's CIC in place, end users of switch-based CLECs would be unable to complete calls over the IXC's network. These arrangements are, for the most part, negotiated with each LEC and CLEC on an individual company basis.
7. Not surprisingly, a new entrant IXC must devote time and resources to evaluate the business and technical requirements presented by a diverse universe of CLECs, and it must protect itself against unauthorized use of its facilities before and after these negotiations are completed. BSLD, as essentially a new entrant into the retail interexchange market and as a separate affiliate operating under the Act's Section 272 requirements and receiving its BOC affiliate's services pursuant to that section, does not have in place the same extensive back office systems and billing capabilities as large, well established carriers. So far, BSLD has found that most CLECs cannot or do not make available to IXCs the broad range of services needed by BSLD to provide service to the end users of those CLECs. For example, BSLD has found that many CLECs do not offer Billing and Collection services. Because BSLD currently has no internal, standalone retail billing and collection capability of its own (it obtains Billing and Collection services from BST for BellSouth residential and small business end users), BSLD must find alternate solutions for rendering bills and making collections from CLEC end users. Further, when BSLD considered using its existing clearinghouse vendor, it found that many (if not most) CLECs do not have standing arrangements with this vendor. Such circumstances require BSLD to evaluate other options.

V. BSLD HAS INSURED THAT IT WILL NOT RECEIVE INTEREXCHANGE CUSTOMERS INAPPROPRIATELY

8. Early on, BSLD took steps to insure that it would not inadvertently be placed into the interexchange carrier business prior to relevant FCC authorization. Post-authorization, it is just as important that BSLD not be assigned customers for whom it cannot provide adequate service. As a result, BSLD does not accept customers of a CLEC unless it has executed an operational agreement with that CLEC, and it has insured that all necessary arrangements are in place.
9. Prior to the launch of BellSouth long distance service in the states of Georgia and Louisiana, no CLEC had approached BSLD regarding provision of BellSouth long distance service to its end users. Because most CLECs are affiliated with long distance carriers, BSLD believed that the absence of inquiries indicated a general lack of interest by CLECs in making BellSouth long distance service available to their end users.

VI. BSLD IS WORKING WITH CLECS IN ORDER TO PROVIDE ITS SERVICES TO THE CLECS' END USERS

10. BSLD welcomes the opportunity to compete with other IXCs for the business of all LEC end users in those geographic areas where it provides services. BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users. It is clear that BSLD must create a variety of new processes to enable it to serve these end users. Some of these new processes can be put into place sooner than others.
11. In the interim, BSLD must continue to restrict the provision of its services to end users who can actually be served by BSLD. When BSLD has the necessary arrangements in place to serve the end users of CLECs, it will do so.
12. Accordingly, WorldCom's claim that BellSouth is violating the separate affiliate requirement must be rejected. BellSouth's entry into the long distance market in the states covered by this application continues to be in the public interest and its application should be approved.
13. This concludes my Affidavit.



BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91083138**

Date: June 14, 2002

To: All BellSouth Interconnection Services' Customers

Subject: All BellSouth Interconnection Services' Customers – Guidelines for use of Uniform Service Order Codes (USOC), Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) Associated with BellSouth Long Distance

This is to advise that the following USOCs, PIC and LPIC associated with BellSouth Long Distance will not be valid on any Interconnection Resale and Unbundled Network Elements (UNE) and Unbundled Network Elements-Platform (UNE-P) orders where the submitting carrier does not have an operational agreement with BellSouth Long Distance:

- **PIC = 0377**
- **LPIC = 0377**
- **USOCs = BSL++, BSFPF, B3FSB, B3FCX, BTFA+, BFN++, BSXBR, BSXBU, BSXRR, BSXRU, BSXR1, BSXB1**

If these USOCs/PIC/LPIC are submitted with any Local Service Request (LSR) and there is no operational agreement with BellSouth Long Distance, the LSR will be returned to the carrier for clarification.

If you have any questions, please contact your BellSouth Local Support Manager.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley – Senior Director
BellSouth Interconnection Services

Kibler, Janet

From: Kibler, Janet
Sent: Wednesday, July 31, 2002 12:07 AM
To: patricia.b.woods@wcom.com
Subject: RE: BellSouth Long Distance Operational Guide



WorldCom2.doc



CLECQuestmore.doc

c

Please see attached.

Thanks.

-----Original Message-----

From: Patricia Woods [mailto:patricia.b.woods@wcom.com]
Sent: Friday, July 26, 2002 10:30 AM
To: Van Cooper (E-mail); Janet.Kibler@bellsouth.com
Cc: John Monroe (E-mail); Tyra C Hush (E-mail)
Subject: BellSouth Long Distance Operational Guide

July 30, 2002

Dear Ms. Woods:

I received your email regarding an operational agreement with BellSouth Long Distance. I want to bring you up to date on our progress in developing the business and technical requirements that will be necessary to provide BSLD services to your end users.

BSLD is continuing to review the business and technical requirements to support the provision of its services to CLEC end users. Our findings to date indicate that most CLECs cannot or do not make available to IXCs the broad range of services needed by BSLD to provide service to the end users of those CLECs. For example, we are finding that many CLECs do not offer billing and collection services. As an alternative, when we considered using our existing clearinghouse vendor, we found that many (if not most) CLECs do not have standing arrangements with this vendor. In addition, it is also our understanding that CLECs currently have no way of providing CARE information to BSLD in a format that will allow us to provide service to their end users. As a result of these and other issues, BSLD must create a variety of new processes to enable it to provide any services to CLEC end users.

Because of the unanticipated initial interest in obtaining BSLD services for CLEC end users, we are actively reviewing the work that must occur to allow this to happen. Because of the extensive scope of work that will need to take place, we expect that it will be at least 60 to 90 days before we will be able to provide service to CLEC end users and, even then, we may not be able to provide more than a limited number of offerings. We also expect constraints on our ability to interface mechanically with CLECs for some period of time. We are continuing to develop additional options, but we do not yet have an estimated availability date for these alternatives.

You can help us finalize our initial and future phases of availability by completing the attached questionnaire and returning it to me by August 10, 2002.

Sincerely,

Janet A. Kibler
AVP - Planning and Development
BellSouth Long Distance

Attachment

BellSouth Long Distance, Inc.

CLEC Questionnaire

1. Please provide your national CLEC name.
2. Please provide your national CLEC ID.
3. Please provide your Regional Accounting Code(s).
4. List the states where your CLEC has a presence. For each state where your CLEC has a presence, describe whether it is within the BellSouth Telecommunications (BST) service area or outside or both. If outside the BST service area, please provide the name of the ILEC(s).
5. Is your CLEC switched (facilities) based, a reseller or a UNE-P user? If your CLEC provides service using a combination of serving platforms, list the serving platform (i.e., facilities based, resale or UNE-P) by service area (LATA, NPANXX, CLLI).
6. In areas where your CLEC uses a facilities based platform, does your CLEC support local number portability (LNP)?
7. In areas where your CLEC is a Facilities Based Provider, does your CLEC support Equal Access in all areas? If the answer is no, please provide the planned date for support of Equal Access capability by service area (LATA, NPANXX, CLLI).
8. In areas where your CLEC is a Facilities Based Provider, does your CLEC always connect (trunk) to the ILEC's Access Tandem for connection to IXC's? If the answer is no, please describe how your CLEC currently interconnects with IXC's (describe by LATA, NPANXX, CLLI).
9. What is the earliest date that BellSouth Long Distance (BSLD) can start sending InterLATA PIC orders to your CLEC?
10. What is the earliest date that BSLD can expect to receive CARE records from your CLEC?

BellSouth Long Distance, Inc.

CLEC Questionnaire

11. Provide the CARE Transaction Codes and Service Indicators that your CLEC currently supports when sending CARE records to IXCs.
12. Provide the CARE codes currently accepted by your CLEC to exchange data for PIC orders.
13. Will the BTN populated on the CARE record be actual phone number or account number format?
14. What "pub" indicators will your CLEC support?
15. Will your CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?
16. Which of the following values does your CLEC currently use to forward data to BSLD?
 - BLANK: not multi-PIC
 - A: intraLATA
 - B: intraLATA/interLATA (international assumed)
 - E: InterLATA (international assumed)
17. What media do you presently use to transmit PIC orders? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
18. Will your CLEC be willing to use other media it currently does not use to transmit PIC orders? If so, please list the other media your CLEC is willing to use.
19. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.

BellSouth Long Distance, Inc.

CLEC Questionnaire

20. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
21. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
22. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address.
23. Does your CLEC currently support three-way calling with IXC and end-user for PIC change requests?
24. What are CLEC's PIC change charges? Please provide tariff reference.
25. What are CLEC's PICC charges? Please provide tariff reference.
26. What are CLEC's Switched Access charges for origination and termination, if applicable? Please provide tariff reference.
27. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
28. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.
29. Please provide a monthly estimate for the next 12-month period of private lines purchased by CLEC's end users?

BellSouth Long Distance, Inc.

CLEC Questionnaire

30. Please provide a monthly estimate for the next 12-month period of Frame Relay drops purchased by CLEC's end users?
31. Please provide a monthly estimate for the next 12-month period of Asynchronous Transfer Mode (ATM) drops purchased by CLEC's end users?
32. Does your CLEC plan to use BSLD as the exclusive IXC for 1+ services for CLEC's customers?
33. Does your CLEC plan to use BSLD for CLEC owned public telephones?
34. Does your CLEC currently provide Billing & Collection services to other IXCs? If so, please provide prices and a sample contract.
35. Does your CLEC currently have a contractual arrangement with a Clearing House? If so, please provide name(s).

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of)	
)	
Joint Application by BellSouth Corporation,)	
BellSouth Telecommunications, Inc.,)	WC Docket No. 02-307
and BellSouth Long Distance, Inc. for)	
Provision of In-Region, InterLATA)	
Services in Florida and Tennessee)	

REPLY AFFIDAVIT OF MARY M. DENNIS

I, MARY M. DENNIS, being of lawful age and duly sworn upon my oath, depose and state:

I. PROFESSIONAL EXPERIENCE

1. My name is Mary M. Dennis. I am a Director of Business Implementation and Compliance at BellSouth Long Distance, Inc. ("BSLD"). BSLD operates as a separate corporate entity from BellSouth Telecommunications, Inc. ("BST"), in accordance with both the 1996 Act and the Commission's rules. In my current position, I direct BSLD's business implementation and regulatory compliance efforts in support of BSLD's long distance operations.
2. I graduated from Indiana University in 1978 with a Bachelor of Arts degree in Mathematics. I then joined South Central Bell as an outside plant engineer with responsibility for issuing work order authorizations. I later assumed responsibilities for long range outside plant planning. In 1984, I moved to Birmingham, Alabama, to join the South Central Bell headquarters staff. My first staff position was tariff writer and subject matter expert for service connection charges in the Rates and Tariffs organization. In 1986, I was promoted to Product Manager in the Lines of Business organization. In 1987,

I was promoted to FCC Docket Manager in Atlanta, Georgia. In that capacity, I worked on issues such as cable television, fiber deployment, and the FCC's Third Computer Inquiry. In 1997, I was promoted to Director, Federal Regulatory, with responsibility for planning and implementing regulatory policies for emerging technologies and advanced telecommunications services. I assumed my current position in 2000.

II. PURPOSE OF AFFIDAVIT

3. The purpose of my affidavit is to respond to the comments of Network Telephone Corporation that concern BellSouth's treatment of competitive local exchange company ("CLEC") orders that contain requests for a BellSouth Long Distance PIC. My affidavit explains why BSLD asked BellSouth to reject orders from a CLEC when BSLD does not have in place the necessary business and technical arrangements to provide service to that CLECs' end users. In addition, my affidavit will show that BSLD stands ready to complete these business and technical arrangements with Network Telephone and other CLECs and thereby to provide BSLD long distance services to CLEC end users.

III. BSLD NEEDED TO ENSURE THAT IT WOULD NOT RECEIVE INTEREXCHANGE CUSTOMERS PRIOR TO RECEIPT OF SECTION 271 RELIEF

4. Prior to receiving relevant FCC authorization to provide in-region interexchange services, BSLD took steps to ensure that it would not inadvertently be assigned in-region customers. Specifically, BSLD arranged for BST to install an edit within BST's systems that caused the return for clarification and handling of CLEC end user orders in the event that the order sought to assign or maintain BSLD service on a CLEC end user account.
5. Once the FCC authorized BSLD to provide interexchange services in some of BellSouth's in-region states, it was just as important that BSLD not be assigned

customers located in states where it is not authorized to provide service or customers for whom it is not technically capable of providing service. BSLD then revised its arrangement with BST so that (1) BST would process end user orders only from CLECs that have in place with BSLD the necessary operating procedures to ensure that BSLD services can be provided to the CLEC's end users and (2) that BST return to the submitting carrier for clarification any orders requesting BSLD services if that carrier does not have in place with BSLD the operating procedures needed to provide services to the end user, or if the order was for service in a state where BSLD did not yet have interlata authority.

IV. CUSTOMER-RELATED AND BUSINESS-RELATED ARRANGEMENTS MUST BE IN PLACE BEFORE AN IXC CAN PROVIDE ITS SERVICES TO END USERS

6. Any interexchange carrier ("IXC"), including BSLD, must negotiate with local exchange companies ("LECs") the necessary business arrangements that will allow it to provide its service to the end users of these LECs. These arrangements include negotiating the carrier-to-carrier transfer of back office information that allows a customer to select the IXC, setting up an account with the customer, and providing a bill to the end user customer. The IXC may also need to negotiate acceptable terms to govern the LEC's carrying the IXC's traffic and assessment of access charges to the IXC. For a LEC that utilizes its own switches, the IXC may also need to have its Carrier Identification Code ("CIC") loaded by that LEC since, without the IXC's CIC in place, end users of switch-based LECs would be unable to complete calls over the IXC's network. These

arrangements are, for the most part, negotiated with each LEC on an individual, company by company basis.

V. **BSLD STANDS READY TO ESTABLISH AGREED-UPON OPERATING PROCEDURES WITH CLECS**

7. Prior to BellSouth's receiving FCC approval to provide long distance services in the states of Georgia and Louisiana, no CLEC had contacted BSLD about providing service to its customers. After the launch of BellSouth long distance service in these two states, a number of CLECs approached BSLD for the first time regarding provision of BellSouth long distance service to their end users.
8. BSLD responded to each CLEC that contacted BSLD by requesting that the CLEC return to BSLD information that would become the foundation for an operating arrangement between the two companies. The requested information was in a questionnaire format modeled after questionnaires used by other IXCs.
9. During this same period of time, BSLD made various arrangements so that it would be capable of providing customer support and service as well as back office systems and billing systems necessary for a CLEC end user to select BellSouth long distance services. Among these were the securing of services of various vendors to provide the above enumerated functions. BSLD also secured an underlying carrier, whose services it will resell.
10. As evidenced by Exhibit 1-C of Network Telephone's comments, BSLD asked Network Telephone on July 18, 2002, to complete the above referenced questionnaire and return it by August 2, 2002. Network Telephone has yet to return this questionnaire to BSLD nor has it provided any other information to BSLD.

11. Nonetheless, on October 9, 2002, BSLD contacted Network Telephone and advised Network Telephone that BSLD was ready to provide service to Network Telephone's end users subject to Network Telephone's review of and concurrence with BSLD's operating procedures and its completion of a simplified version of the questionnaire previously provided. On October 10, 2002, BSLD provided to Network Telephone a copy of its operating procedures for resale/UNE switching based CLECs, including the simplified questionnaire and Acknowledgement Form, attached as Exhibit MMD-1 hereto. BSLD requested that Network Telephone complete the questionnaire and Acknowledgement Form and return these items to BSLD. On October 11, 2002, and again on October 22, 2002, BSLD contacted Network Telephone to confirm that the items had been received and to offer its availability to respond to any questions. Network Telephone has not raised any questions or concerns with the items provided to it on October 10, 2002, and BSLD still awaits Network Telephone return of the requested information. Nonetheless, BSLD has scheduled a conference call with Network Telephone for November 1, 2002, to respond to any questions or concerns that Network Telephone may have regarding these items.
12. BSLD has also created operating procedures for facilities based CLECs. These procedures are attached as Exhibit MMD-2.
13. BSLD has now provided a copy of the appropriate operating procedures to all CLECs who have made inquiries to BSLD. BSLD thus stands ready to serve the end users of CLECs in the BellSouth serving area.
14. This concludes my Affidavit.



BellSouth Long Distance

Reply Exhibit MMD-1

Procedures for Operating with BellSouth Long Distance for Reseller and UNE-switching CLECs

VERSION 2.0

DATE 10-08-02

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BellSouth Long Distance

1. REVISION HISTORY

Version	Date	Description
1.0	09-03-02	Draft
2.0	10-04-02	Initial release to CLECs

BellSouth Long Distance

2. PURPOSE

The purpose of this document is to provide information to Reseller and UNE-switching CLECs on how to operate with BellSouth Long Distance (BSLD) in order for the end users of those CLECs to be able to subscribe to BSLD 1+ switched service, Operator Services, and Directory Assistance. Currently BSLD does not offer service to Reseller/UNE-switched CLECs that do not operate through BST as their switch provider. Dedicated services are not covered by this document. Please contact BSLD at 1-800-945-6500 for more information regarding dedicated services. It should also be noted that because of current system limitations, BSLD is unable to provide Toll Free or Calling Card services at this time. BSLD provides long distance service to CLEC customers by utilizing a reseller agreement with Qwest Communications.

BSLD would like to take this opportunity to establish a working relationship with your company as the local service provider and to ensure that you have all the necessary information to allow your customers to purchase BSLD services.

3. KEY CONTACT QUICK REFERENCE

The following is a quick reference of phone numbers for key contact information related to operating with BSLD:

Description	Contact Name	Phone Number	Hours of Operation
BSLD Business Billing Inquires	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Business Customer Care	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD CLEC Relations/Operating Information	Jill Wells	770-352-3157	Monday – Friday: 9am – 5pm ET
BSLD Consumer Billing Inquires	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Consumer Customer Care	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Fraud Center	Customer Service	1-866-279-9547	24 hrs/day, 7 days/wk
BSLD Trouble Management	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
Qwest CARE/Provisioning Information and Implementation	Michelle Cummings	614-215-6159	Monday – Friday: 8am – 5pm ET

4. PROCEDURES FOR OPERATING WITH BSLD

The following are the steps that your company must take to establish a relationship with BSLD so that BSLD service can be offered to your local customers:

1. Review this document in its entirety.
2. Fill out and return the "CLEC Questionnaire" to BSLD. A copy of the questionnaire is in Appendix A of this document. Also, fill out and return a signed copy of the "CLEC Acknowledgement Form" to BSLD. A copy of the form is in Appendix B of this document.

Either fax the completed form to:

Jill Wells, BSLD Carrier Relations
678-587-5293

Or, mail the completed form to:

Jill Wells, BSLD Carrier Relations
400 Perimeter Ctr Ter NE
Atlanta, GA 30346-1231

3. Establish a CARE process with Qwest Communications if a CARE process does not already exist between your company and Qwest. See the "Provisioning Customers" section for more details.
4. Your company will receive confirmation that a relationship has been successfully established with BSLD and that you can begin offering BSLD service to your local customers.

5. UNDERSTANDING BSLD FOR CLEC CUSTOMERS

A. Where does BSLD offer Long Distance Service?

BSLD currently provides long distance services to end users in the following states: AL, GA, KY, LA, MS, NC and SC. BSLD service can only be provided to these end users within the BellSouth Telecommunications, Inc. (BST) service (franchise) area. Your company must ensure that BSLD service is offered only to those end users whose service location meets these geographic requirements. If a Local Service Request (LSR) is submitted with a Primary Inter-exchange Carrier (PIC) of 0377 and the service is located outside of the geographic scope specified, the LSR will be clarified back to your company.

B. Qwest Communications as the Underlying Carrier

BSLD provides long distance services for CLEC local customers by utilizing a reseller agreement with Qwest Communications. Qwest is thus the underlying carrier for BSLD long distance services and provides provisioning and network services. BSLD service for CLEC customers will be carried over the Qwest network with the use of Qwest's Carrier Identification Code (CIC) of 0432.

C. BSLD's Relationship with the BST Local Carrier Service Center (LCSC)

As a Reseller or UNE-switching CLEC, your company utilizes BST as the local service switch provider and the LCSC at BST to submit Local Service Requests (LSRs). In order to provide BSLD service using Qwest as the underlying carrier (as described above), BSLD has established a relationship with BST's LCSC that allows for the translation of CIC 0377 to CIC 0432 for CLEC end users thereby allowing BSLD traffic to be carried over the Qwest network. In order to PIC your company's end users to BSLD, your company must submit a LSR with a PIC of 0377 or submit a "switch as-is" LSR for a service that has an existing PIC of 0377. The translation of CIC 0377 to CIC 0432 is transparent to your company. You will continue to submit LSRs as you currently do today. For details regarding provisioning of customers, please refer to the "Provisioning Customers" section.

D. What does this mean for your company?

Your company must continue to send all local service provisioning information via LSR to the LCSC group at BST as normal. When selecting the BSLD PIC for your end users via the LSR process, the PIC on the LSR must be BSLD's CIC of 0377 for new service or a normal "switch as-is" LSR when switching your end user from another local service provider to your company for service. Failure to

BellSouth Long Distance

do so will delay processing and the use of the 0432 CIC directly on the LSR could result in what could be perceived to be an unauthorized PIC ("slam") of the customer to Qwest.

Since Qwest handles all customer data exchange and provisioning on behalf of BSLD, this means your company must establish a CARE process (manual or electronic) with Qwest if an existing process does not already exist between your company and Qwest. All customer data must be communicated to Qwest through the use of the CARE standard (see section 7A). Qwest's CIC of 0432 should be used on all CARE transactions.

E. What does this mean for your customers?

Use of Qwest as the underlying carrier will be transparent to your customers. BSLD services will be provided to your customers (upon their establishing service with BSLD) and your customers will be direct billed by BSLD as the long distance carrier.

F. Deposits

BSLD will perform a credit check on all customers, and in some instances may determine that a deposit is required from a customer. In the case where the customer does not reply to the BSLD deposit request, BSLD will interrupt their service until the deposit is received. Any required deposit will be collected directly by BSLD. Your company should not collect any form of deposit for BSLD long distance service.

G. Billing the End User for Long Distance Service

Any of your customers who establish long distance service with BSLD will be direct billed by BSLD. If customers contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531
BSLD Consumer Billing Inquires: 1-866-235-5531

6. CUSTOMER CARE

A. Information to be provided to Customer

Your company must provide the following information regarding BSLD service to any customer requesting BSLD for their PIC.

- Only switched 1+ service, Operator Services, and Directory Assistance are currently available to CLEC customers from BSLD.
- The number of BSLD calling plans available to CLEC customers is currently limited. Details on the availability of plans will be provided by BSLD.
- If the customer fails to contact BSLD within 7 days of changing their local service provider and selecting BSLD, they may experience a temporary interruption of their requested long distance service.

B. BSLD Toll-free Number for Customer Care

BSLD provides a single toll-free number for all customer care interactions for consumer and small business customers. When interacting with a customer who inquires about new BSLD service or their existing BSLD service, your company must always refer the customer to the following toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Small Business Customer Care:	1-866-235-5531
BSLD Consumer Customer Care:	1-866-235-5531

Please refer to Section 7 “Provisioning Customers” for details related to provisioning an end users service with BSLD.

C. Hearing Impaired Customer Care

Hearing impaired customers can contact BSLD through the Telecommunications Relay Service (TRS) provider. The TRS provider can be contacted by dialing either 711 or the associated toll-free number used by the TRS provider for the customer’s state of residence. The customer can then request the TRS provider to dial 1-866-235-5531 to contact BSLD.

D. PIC Disputes

A PIC dispute arises when a customer complains that they were changed to a long distance carrier without the customer’s authorization. When the customer makes such a complaint to your company, you should first verify that the PIC being disputed was initiated by the long distance carrier and not initiated by the



BellSouth Long Distance

customer via your business office. If the long distance carrier originated the PIC change, your company should immediately refer the customer to the designated carrier and begin a PIC dispute investigation with the long distance carrier that submitted the disputed PIC order. If the disputed PIC change is from BSLD, please refer the customer to the BSLD Customer Care number: 1-866-235-5531. If the customer initiated the PIC change via your business office, please follow appropriate PIC procedures to resolve the PIC dispute with the customer.

7. PROVISIONING CUSTOMERS

A. Selecting BSLD as the customer's PIC

In order to PIC your company's end users to BSLD your company must submit a LSR with a PIC of 0377 or submit a "switch as-is" LSR for a service that has an existing PIC or LPIC of 0377. When the LCSC receives a LSR with a PIC or LPIC to BSLD's CIC of 0377 or a "switch as-is" order that currently has a PIC or LPIC of CIC 0377, the LCSC will process the order as follows:

- The LSR will generate a service order as part of normal LSR processing
- The service order will be tagged for processing due to the PIC or LPIC of 0377
- As the LCSC works the tagged service orders, it will recognize the PIC or LPIC of 0377 as a BSLD PIC.
- The LCSC will check for a valid "CLEC Acknowledgement Form" (Appendix B) for your company. BSLD provides a copy of your submitted form to the LCSC for their reference.
- The LCSC will translate 0377 to Qwest's CIC of 0432
- If the order is a "switch as-is" order, the LCSC will remove BSLD specific USOCs and FIDs from the order and submit the modified order to complete provisioning of the service on the switch.
- The LCSC will send information from the LSR and the service order to BSLD so that the service can be provisioned by BSLD. The list of information that the LCSC provides to BSLD is specified in Appendix C.

BSLD will use the information from the LCSC to provision end users on the Qwest network in order to provide BSLD service in a timely manner.

When your company reviews completed service orders at BST, you will see that where the PIC or LPIC was originally 0377, the completed service order will identify that the PIC or LPIC has been changed to 0432.

B. Provisioning Customers with CARE

Qwest handles all customer provisioning communication with your company for BSLD services through the use of the CARE/ISI (Customer Account Record Exchange: Industry Support Interface) standards, more commonly known as CARE. In order to provision BSLD services, a CARE process must be

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established with Qwest if a process does not already exist between your company and Qwest. Refer to the ATIS/OBF Equal Access Subscription document Issue 13: ATIS/OBF-CARE-013 for CARE guidelines.

C. Establishing a CARE Process with Qwest

If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. For questions and procedures for setting up a CARE process with Qwest please use the following contact information (Hours of Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings
E-mail: Michelle.cummings@qwest.com
Phone #: 614-215-6159
Fax #: 614-215-6451

D. What CARE transactions should be used?

Determination of the appropriate CARE transactions to communicate between your company and Qwest should be worked out with Qwest. If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. Qwest will provide all appropriate information in relation to CARE processing.

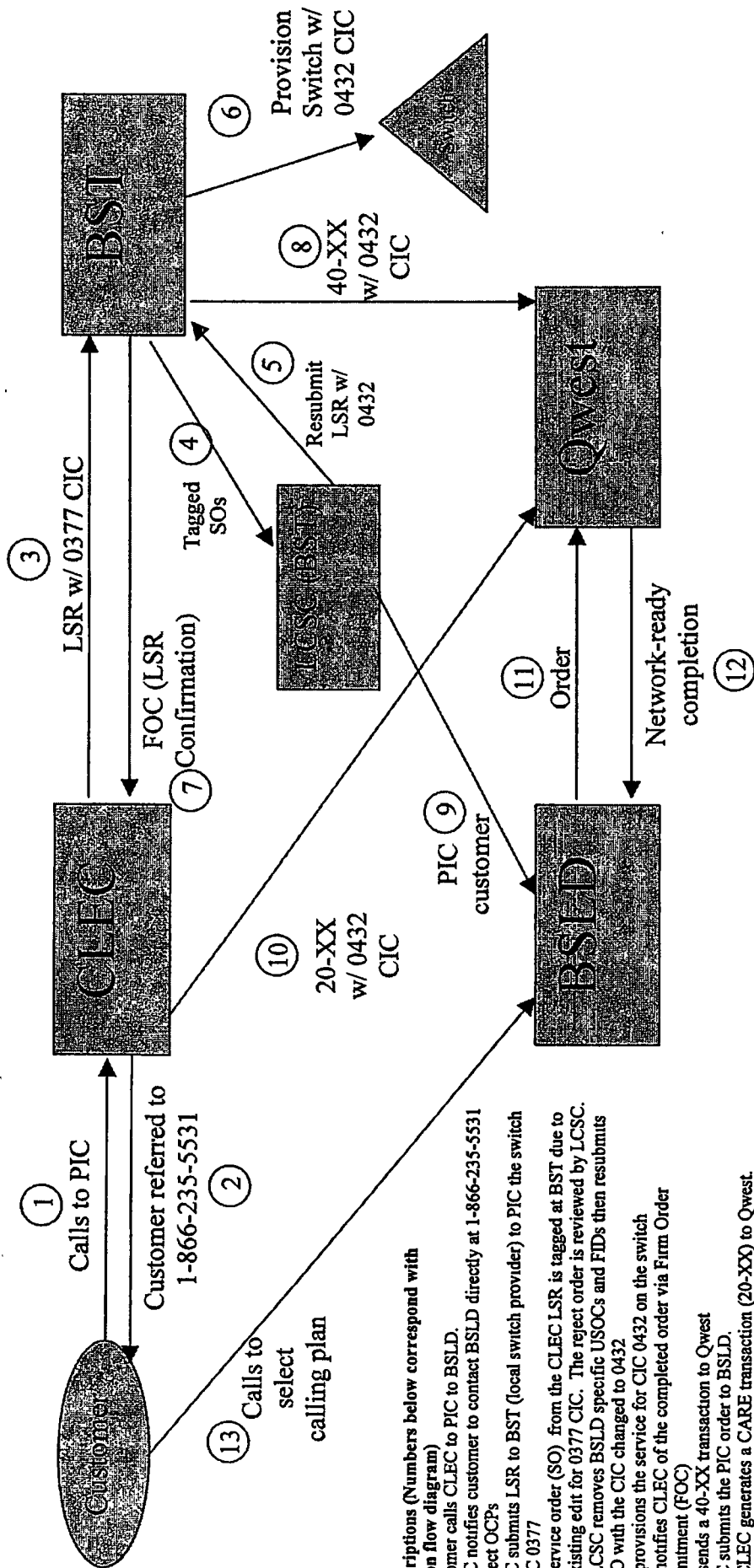
E. Provisioning BSLD Customers

When the following situations occur, the customer must be referred to the BSLD toll-free number (1-866-235-5531) to establish account information with BSLD and select Optional Calling Plans (OCPs):

- A customer establishes new local service with your company, does not currently have BSLD service, and expresses their desire to have BSLD as their long distance carrier. Your company must submit a Local Service Request (LSR) with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.
- A customer that has existing local service with your company, but does not currently have BSLD service, expresses their desire to have BSLD as their long distance carrier. Your company must submit a LSR with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.
- A customer changes local service to your company and is an existing BSLD customer with a desire to continue their BSLD service. Your company must submit a "switch as-is" Local Service Request (LSR) or an LSR with a PIC of 0377 and refer the customer to the BSLD toll-free number (1-866-235-5531). Your company must also notify Qwest of the PIC via the CARE process, using Qwest's CIC of 0432.

The following flow illustrates the process that must occur when provisioning a new BSLD customer.

Reseller or UNE-Switching CLEC: New BSLD Customer



Flow Descriptions (Numbers below correspond with numbers on flow diagram)

1. Customer calls CLEC to PIC to BSLD.
2. CLEC notifies customer to contact BSLD directly at 1-866-235-5531 to select OCPs
3. CLEC submits LSR to BST (local switch provider) to PIC the switch to CIC 0377
4. The service order (SO) from the CLEC LSR is tagged at BST due to the existing edit for 0377 CIC. The reject order is reviewed by LCSC. The LCSC removes BSLD specific USOCs and FIDs then resubmits the SO with the CIC changed to 0432
5. BST provisions the service for CIC 0432 on the switch
7. BST notifies CLEC of the completed order via Firm Order Commitment (FOC)
3. BST sends a 40-XX transaction to Qwest
9. LCSC submits the PIC order to BSLD.
10. The CLEC generates a CARE transaction (20-XX) to Qwest.
11. BSLD submits PIC order to Qwest.
12. BSLD retrieves the network order completion notice (the CARE transaction) from Qwest.
13. Customer contacts BSLD to select OCP.

F. Customer Service Changes

If a customer that has existing long distance service with BSLD contacts your company with any address or service changes, your company should notify Qwest of changes via the CARE process and should refer the customer to the BSLD toll-free number (1-866-235-5531) to ensure that changes are accurately updated with BSLD. If a customer requests a calling plan change, they should be referred to the BSLD toll-free number (1-866-235-5531) without any CARE processing occurring.

G. Name and Address Validation

When attempting to establish a customer account and service with BSLD based on information received from the LCSC, BSLD may encounter invalid billing name and address information. If this occurs BSLD will have to contact your company to gather correct billing name and address information and ensure a customer's BSLD service is established in a timely manner. Please provide all appropriate operational contact information as part of the "CLEC Acknowledgement Form" (Appendix B).

8. TROUBLE MANAGEMENT

When a customer experiences trouble with their long distance service and their long distance carrier is BSLD, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Trouble Management toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Trouble Management: 1-866-235-5531

BSLD works directly with Qwest to identify and correct trouble issues once BSLD is notified via the toll-free number above of any customer trouble issues.

9. FRAUD MANAGEMENT

BSLD manages fraud through the BSLD Fraud Center in conjunction with the Quest Fraud Management group. Quest will monitor network traffic to identify possible fraudulent usage. Qwest will collaborate with the BSLD Fraud Center to determine if a fraud situation exists. If a possible fraud situation is identified, the customer's service may be blocked and the customer would therefore be prevented from using any of their long distance services with BSLD. When a customer experiences a block on their service, they may contact your company with questions as to why their service is blocked. When a customer contacts your company with questions, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Fraud Center toll-free number (Hours of Operation are 24 hrs/day, 7 days/wk):

BSLD Fraud Center: 1-866-279-9547

10. BILLING

All CLEC local end users that establish long distance service with BSLD will be direct billed by BSLD. If end users contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531

BSLD Consumer Billing Inquires: 1-866-235-5531

11. NETWORK CONFIGURATION

BSLD uses the Qwest network to provide long distance services to our customers who obtain local service from CLECs. BSLD resells long distance service to CLEC customers. The calls from these BSLD customers will be routed to Qwest on your host provider's access tandem trunk group or direct tandem trunk group.

12. CONTACT INFORMATION

A. BSLD Contacts

Inquiries regarding procedures for operating with BellSouth Long Distance
(Hours of Operation are Monday – Friday: 9am – 5pm ET):

Contact: Jill Wells
E-mail: bsld.clec@bellsouth.com
Phone #: 770-352-3157
Fax #: 678-587-5293

B. Qwest Contacts

Inquiries regarding procedures for establishing CARE with Qwest (Hours of
Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings
E-mail: Michelle.cummings@qwest.com
Phone #: 614-215-6159
Fax #: 614-215-6451

APPENDIX A: CLEC QUESTIONNAIRE

BSLD - CLEC Questionnaire for Reseller and UNE-Switching CLECs

1. Please provide your CLEC name and any other names under which your company does business.
2. Please provide your Regional Accounting Code(s).
3. Indicate the states where your CLEC has a presence within the BST territory. Also provide all associated Operating Company Numbers (OCNs).

State	CLEC presence?	OCN
Alabama		
Georgia		
Kentucky		
Louisiana		
Mississippi		
North Carolina		
South Carolina		

4. What is the earliest date that BellSouth Long Distance (BSLD) or its agent can start sending InterLATA or InterLATA PIC orders to the CLEC?
5. Will the CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?

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6. Which of the following values does the CLEC currently use to forward jurisdictional indication data to IXCs?
 - BLANK: not multi-PIC
 - A: intraLATA
 - B: intraLATA/interLATA (international assumed)
 - E: InterLATA (international assumed)
7. What media do you presently use to transmit PIC orders to IXCs? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
8. Will the CLEC be willing to use other media it currently does not use to transmit PIC orders to IXCs? If so, please list the other media the CLEC is willing to use.
9. Provide name and phone number for CLEC contact for billing name and address inquiries.
10. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.
11. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
12. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
13. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address. List any applicable charges and provide a tariff reference



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14. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.

15. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.

16. Does the CLEC plan to use BSLD as the exclusive IXC for 1+ services, Operator Services, and Directory Assistance for CLEC's customers?

17. Does the CLEC plan to use BSLD for CLEC owned public telephones?

Fax this completed questionnaire to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this completed questionnaire to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231



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APPENDIX B: CLEC ACKNOWLEDGEMENT FORM

BSLD Operating Procedures for Reseller and UNE-Switching CLECs

Please provide BSLD with the following general information about your company and contact information for an on-going operational relationship:

Company Name

Company Address

Operational Contact Name

Operational Contact Phone #

Operational Contact E-mail Address

Operational Contact Fax #

I acknowledge that I have reviewed the "Procedures for Operating with BellSouth Long Distance" and agree to comply with said procedures in order to provide BellSouth Long Distance as a long distance carrier option for my customers. As part of this acknowledgement, I agree to abide by the following guidelines:

1. PIC customers desiring BSLD as their long distance carrier to 0377 on LSRs submitted to the LCSC at BST. I acknowledge that the LCSC will pass information from the LSR to BSLD (as described in Appendix C).
2. Refer all customers expressing a desire to choose BSLD as their long distance carrier to the BSLD toll-free customer care phone number 1-866-235-5531 (Hours of operation are Monday – Friday: 8am – 11pm ET).
3. Communicate all customer data to BSLD via the CARE process with Qwest using the CIC of 0432.
4. Only submit orders for services located in BellSouth Telecommunications, Inc. service (franchise) area and BSLD relief states (AL, GA, KY, LA, MS, NC and SC).
5. Advise customers that there is currently a limited product and pricing plan availability offered by BSLD for CLEC customers, as outlined in section 6A.

Furthermore, I acknowledge that I have completed the "CLEC Questionnaire" (Appendix A), and that all information provided therein is accurate.

Signature

Date

Title

Contact Phone #

Fax this form completed and signed to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this form completed and signed to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231

APPENDIX C: LCSC TO BSLD RECORD LAYOUT

NOTE: Field names in () represent the BSLD specific name for the field value

<i>Field</i>	<i>Field Type</i>	<i>Field Length</i>	<i>Description</i>
NEW or EXISTING Indicator	String	8	Indicates if the service is a new BSLD PIC or an existing BSLD PIC. Valid values are: NEW; EXISTING
Main TN (MBN)	String	10	The account telephone number identified on the LSR.
Plan USOCs/FIDs on Main TN	String	16	The USOC for the BSLD price plans currently associated with Main TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on Main TN	String	16	The USOC for the BSLD Calling Card currently associated with the Main TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Application Date	Numeric	8	Date that the PIC is effective - YYYYMMDD
BUS or RES Indicator	String	3	Identifies the type of end user. Valid values are: BUS = Business; RES = Residential
PON	String	18	Purchase Order Number
SO Number	String	18	Service Order Number
PIC Only	String	1	Identifies if the order is for an InterLATA PIC Only (PIC). Mark with a value of 'Y' if it is an InterLATA PIC only.
LPIC Only	String	1	Identifies if the order is for an IntraLATA PIC Only (LPIC). Mark with a value of 'Y' if it is an IntraLATA PIC only.
Both PIC and LPIC	String	1	Identifies if the order is for both an InterLATA and IntraLATA PIC (PIC/LPIC)). Mark with a value of 'Y' if it is both an InterLATA PIC and IntraLATA PIC.
Contact Name	String	80	The name of the contact person for a service.
End User Name (Bill Name)	String	80	The name of the end user.
Street Address (Bill Address)	String	80	Identifies the Street Address of the end user service location.
City (Bill City)	String	40	Identifies the city of the end user service location.



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<i>Field</i>	<i>Field Type</i>	<i>Field Length</i>	<i>Description</i>
State (Bill State)	String	2	Identifies the two character postal code of the state/province of the end user service location.
Zip Code (Bill Zip Code)	String	9	Identifies the zip code or postal code of the end user service location.
OCN (LSP ID)	String	4	Identifies the Operating Company Number (OCN) for the CLEC that submitted the order.
Bill Period (Bill Cycle)	String	2	Identifies the end user's Bill Date as specified on their bill (00-31)
TN1 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN1	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN1	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN2 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN2	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN2	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN3 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN3	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN3	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN4 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN4	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID



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<i>Field</i>	<i>Field Type</i>	<i>Field Length</i>	<i>Description</i>
Calling Card USOCs/FIDs on TN4	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN5 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN5	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN5	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN6 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN6	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN6	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN7 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN7	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN7	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN8 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN8	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN8	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN9 (WTN)	Numeric	10	The Service Telephone Number



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<i>Field</i>	<i>Field Type</i>	<i>Field Length</i>	<i>Description</i>
Plan USOCs/FIDs on TN9	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN9	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN10 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN10	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN10	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN11 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN11	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN11	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN12 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN12	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN12	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN13 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN13	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN13	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and



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<i>Field</i>	<i>Field Type</i>	<i>Field Length</i>	<i>Description</i>
TN13			associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN14 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN14	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN14	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN15 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN15	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN15	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
TN16 (WTN)	Numeric	10	The Service Telephone Number
Plan USOCs/FIDs on TN16	String	16	The USOC for the BSLD price plans currently associated with TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID
Calling Card USOCs/FIDs on TN16	String	16	The USOC for the BSLD Calling Card currently associated with the TN. All USOCs and associated FIDs should be listed here, comma delimited as follows: USOC/FID, USOC/FID



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Reply Exhibit MMD-2

Procedures for Operating with BellSouth Long Distance for Facilities-based CLECs

VERSION 2.0

DATE 10-08-02

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BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

1. REVISION HISTORY

Version	Date	Description
1.0	09-03-02	Draft
2.0	10-04-02	Initial release to CLECs

2. PURPOSE

The purpose of this document is to provide information to Facilities-based CLECs on how to operate with BellSouth Long Distance (BSLD) in order for the end users of those CLECs to be able to subscribe to BSLD 1+ switched service, Operator Services, and Directory Assistance. Dedicated services are not covered by this document. Please contact BSLD at 1-800-945-6500 for more information regarding dedicated services. It should also be noted that because of current system limitations, BSLD is unable to provide Toll Free or Calling Card services at this time. BSLD provides long distance service to CLEC customers by utilizing a reseller agreement with Qwest Communications.

BSLD would like to take this opportunity to establish a working relationship with your company as the local service provider and to ensure that you have all the necessary information to allow your customers to purchase BSLD services.

3. KEY CONTACT QUICK REFERENCE

The following is a quick reference of phone numbers for key contact information related to operating with BSLD:

Description	Contact Name	Phone Number	Hours of Operation
BSLD Business Billing Inquires	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Business Customer Care	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD CLEC Relations/Operating Information	Jill Wells	770-352-3157	Monday – Friday: 9am – 5pm ET
BSLD Consumer Billing Inquires	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Consumer Customer Care	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
BSLD Fraud Center	Customer Service	1-866-279-9547	24 hrs/day, 7 days/wk
BSLD Trouble Management	Customer Service	1-866-235-5531	Monday – Friday: 8am – 11pm ET
Qwest CARE/Provisioning Information and Implementation	Michelle Cummings	614-215-6159	Monday – Friday: 8am – 5pm ET

4. PROCEDURES FOR OPERATING WITH BSLD

The following are the steps that your company must take to establish a relationship with BSLD so that BSLD service can be offered to your local customers:

1. Review this document in its entirety.
2. Fill out and return the "CLEC Questionnaire" to BSLD. A copy of the questionnaire is in Appendix A of this document. Also, fill out and return a signed copy of the "BSLD Operating Procedures Acknowledgement Form" to BSLD. A copy of the form is in Appendix B of this document.

Either fax the completed questionnaire and form to:

Jill Wells, BSLD Carrier Relations
678-587-5293

Or, mail the completed questionnaire and form to:

Jill Wells, BSLD Carrier Relations
400 Perimeter Ctr Ter NE
Atlanta, GA 30346-1231

3. Establish a CARE process with Qwest Communications if a CARE process does not already exist between your company and Qwest. See the "Provisioning Customers" section for more details.
4. Setup your company's network to allow long distance calls to be made by customers with BSLD service using the Qwest network. See the "Network Configuration" section for more details.
5. Your company will receive confirmation that a relationship has been successfully established with BSLD and that you can begin offering BSLD service to your local customers.

5. UNDERSTANDING BSLD FOR CLEC CUSTOMERS

A. Where does BSLD offer Long Distance Service?

BSLD currently provides long distance services to end users in the following states: AL, GA, KY, LA, MS, NC and SC. BSLD service can only be provided to these end users within the BellSouth Telecommunications, Inc. (BST) service (franchise) area. Your company must ensure that BSLD service is offered only to those end users whose service location meets these geographic requirements.

B. Qwest Communications as the Underlying Carrier

BSLD provides long distance services for CLEC local customers by utilizing a reseller agreement with Qwest Communications. Qwest is thus the underlying carrier for BSLD long distance services and provides provisioning and network services. BSLD service for CLEC customers will be carried over the Qwest network with the use of Qwest's Carrier Identification Code (CIC) of 0432.

C. What does this mean for your company?

Since Qwest handles all customer data exchange and provisioning on behalf of BSLD, this means your company must establish a CARE process (manual or electronic) with Qwest if an existing process does not already exist between your company and Qwest. All customer data must be communicated to Qwest through the use of the CARE standard (see section 7A). Qwest's CIC of 0432 should be used on all CARE transactions.

D. What does this mean for your customers?

Use of Qwest as the underlying carrier will be transparent to your customers. BSLD services will be provided to your customers (upon their establishing service with BSLD) and your customers will be direct billed by BSLD as the long distance carrier.

E. Deposits

BSLD will perform a credit check on all customers, and in some instances may determine that a deposit is required from a customer before provisioning their long distance service. In the case where the customer does not reply to the BSLD deposit request, BSLD may interrupt their service until the deposit is received. Any required deposit will be collected directly by BSLD. Your company should not collect any form of deposit for long distance service.



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F. Billing the End User for Long Distance Service

Any of your customers who establish long distance service with BSLD will be direct billed by BSLD. If customers contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531

BSLD Consumer Billing Inquires: 1-866-235-5531

6. CUSTOMER CARE

A. Information to be provided to Customer

Your company must provide the following information regarding BSLD service to any customer requesting BSLD for their PIC.

- Only switched 1+ service, Operator Services, and Directory Assistance are currently available to CLEC customers from BSLD.
- The number of BSLD calling plans available to CLEC customers is currently limited. Details on the availability of plans will be provided by BSLD.
- If the customer fails to contact BSLD within 7 days of changing their local service provider and selecting BSLD, they may experience a temporary interruption of their requested long distance service.

B. BSLD Toll-free Number for Customer Care

BSLD provides a single toll-free number for all customer care interactions for consumer and small business customers. When interacting with a customer who inquires about new BSLD service or their existing BSLD service, your company must always refer the customer to the following toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Small Business Customer Care:	1-866-235-5531
BSLD Consumer Customer Care:	1-866-235-5531

Please refer to Section 7 “Provisioning Customers” for details related to provisioning an end users service with BSLD.

C. Hearing Impaired Customer Care

Hearing impaired customers can contact BSLD through the Telecommunications Relay Service (TRS) provider. The TRS provider can be contacted by dialing either 711 or the associated toll-free number used by the TRS provider for the customer’s state of residence. The customer can then request the TRS provider to dial 1-866-235-5531 to contact BSLD.

D. PIC Disputes

A PIC dispute arises when a customer complains that they were changed to a long distance carrier without the customer’s authorization. When the customer makes such a complaint to your company, you should first verify that the PIC being



BellSouth Long Distance

disputed was initiated by the long distance carrier and not initiated by the customer via your business office. If the long distance carrier originated the PIC change, your company should immediately refer the customer to the designated carrier and begin a PIC dispute investigation with the long distance carrier that submitted the disputed PIC order. If the disputed PIC change is from BSLD, please refer the customer to the BSLD Customer Care number: 1-866-235-5531. If the customer initiated the PIC change via your business office, please follow appropriate PIC procedures to resolve the PIC dispute with the customer.

7. PROVISIONING CUSTOMERS

A. Provisioning Customers with CARE

Qwest handles all customer provisioning communication for BSLD services through the use of the CARE/ISI (Customer Account Record Exchange: Industry Support Interface) standards, more commonly known as CARE. In order to provision BSLD services, a CARE process must be established with Qwest if a process does not already exist between your company and Qwest. Refer to the ATIS/OBF Equal Access Subscription document Issue 13: ATIS/OBF-CARE-013 for CARE guidelines.

B. Establishing a CARE Process with Qwest

If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. For questions and procedures for setting up a CARE process with Qwest please use the following contact information (Hours of Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings
E-mail: Michelle.cummings@qwest.com
Phone #: 614-215-6159
Fax #: 614-215-6451

C. What CARE transactions should be used?

Determination of the appropriate CARE transactions to communicate between your company and Qwest should be worked out between you and Qwest. If your company does not already have an existing CARE process with Qwest, you must contact Qwest directly to establish a new process. Qwest will provide all appropriate information in relation to CARE processing.

D. Provisioning BSLD Customers

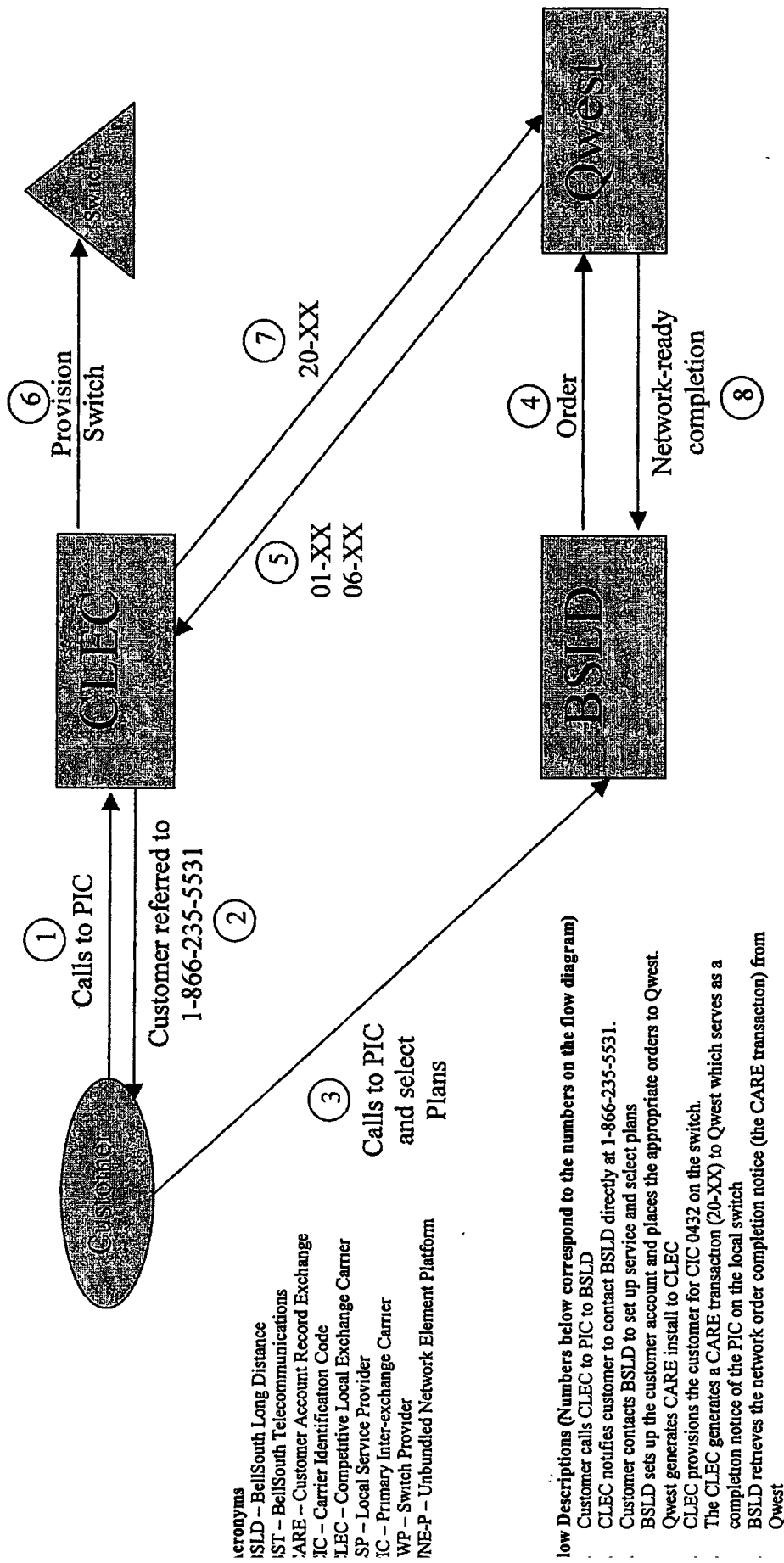
Provisioning of a customer to PIC BSLD should **NOT** occur until your company receives notification from Qwest that the customer's service line has been PIC'd to BSLD. Failure to follow this procedure and PICing the customer to 0432 immediately could result in what could be perceived as an unauthorized PIC ("slam") of the customer to Qwest.

When the following situations occur, the customer must be referred to the BSLD toll-free number (1-866-235-5531) to establish BSLD service and select an Optional Calling Plans (OCP):

- A new customer establishes local service with your company and expresses their desire to have BSLD as their long distance carrier. Your company must submit your internal local order with a **"no PIC"** specification and refer the customer to the BSLD toll-free number (1-866-235-5531). After your company receives PIC notification from Qwest, you must provision your local switch using the CIC received from Qwest for a BSLD PIC.
- A customer who has existing local service with your company expresses their desire to have BSLD as their long distance carrier. Your company must **NOT** initiate an internal PIC order for the customer at this point. Instead your company must refer the customer to the BSLD toll-free number (1-866-235-5531). After your company receives PIC notification from Qwest, you must provision your local switch must occur using the CIC received from Qwest for a BSLD PIC.

The following flow illustrates the process that must occur when provisioning a new BSLD customer.

Facilities-Based CLEC: New BSLD Customer



E. Customer Service Changes

If a customer who has existing long distance service with BSLD contacts your company with any address or service changes, your company should notify Qwest of changes via the CARE process and should refer the customer to the BSLD toll-free number (1-866-235-5531) to ensure that changes are accurately updated with BSLD. If a customer requests a calling plan change, they should be referred to the BSLD toll-free number (1-866-235-5531) without any CARE processing occurring.

F. Name and Address Validation

When there is a change in customer information, BSLD may encounter invalid billing name and address information. If this occurs BSLD will have to contact your company to gather correct billing name and address information and ensure a customer's BSLD service is established in a timely manner. Please provide all appropriate contact information for billing name and address inquiries as part of the "CLEC Acknowledgement Form" (Appendix B).

8. TROUBLE MANAGEMENT

When a customer experiences trouble with their long distance service and their long distance carrier is BSLD, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Trouble Management toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Trouble Management: 1-866-235-5531

BSLD works directly with Qwest to identify and correct trouble issues once BSLD is notified via the toll-free number above of any customer trouble issues.

9. FRAUD MANAGEMENT

BSLD manages fraud through the BSLD Fraud Center in conjunction with the Quest Fraud Management group. Quest will monitor network traffic to identify possible fraudulent usage. Qwest will collaborate with the BSLD Fraud Center to determine if a fraud situation exists. If a possible fraud situation is identified, the customer's service may be blocked and the customer would therefore be prevented from using any of their long distance services with BSLD. When a customer experiences a block on their service, they may contact your company with questions as to why their service is blocked. When a customer contacts your company with questions, your company should first verify that the problem is not an issue with the local switch. If the problem is not an issue with the local switch, please refer the customer to the following BSLD Fraud Center toll-free number (Hours of Operation are 24 hrs/day, 7 days/wk):

BSLD Fraud Center: 1-866-279-9547



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10. BILLING

All CLEC local end users that establish long distance service with BSLD will be direct billed by BSLD. If end users contact your company directly with billing inquiries related to their long distance service with BSLD, please refer them to the following BSLD Billing Inquires toll-free number (Hours of Operation are Monday – Friday: 8am – 11pm ET):

BSLD Business Billing Inquires: 1-866-235-5531

BSLD Consumer Billing Inquires: 1-866-235-5531

11. NETWORK CONFIGURATION

The following section identifies the network configuration that must be used in order for your customers to make long distance calls with BSLD.

A. Description:

BSLD uses the Qwest network to provide long distance services to our customers who obtain local service from CLECs.

BSLD resells long distance service to CLEC customers and assigns the Qwest 0432 CIC as the customers' PIC. The calls from these BSLD customers will be routed to Qwest either on access tandem trunk groups or direct trunk groups.

B. Trunk Connectivity Requirements

Your company needs to have access to the Qwest network through one of the following configurations:

- Through a BST Access Tandem or an Alternate Access Tandem provider
 - If a facilities-based CLEC uses a BST Access Tandem for IXC access, then the CLEC's trunks to that Access Tandem must be translated to route calls with a CIC of 0432 to the Qwest egress group on that same tandem. An arrangement between the CLEC, the Tandem provider, and Qwest must be established as defined in the ATIS Ordering and Billing Forum documents and as adopted by the following interface documents:
 - Multiple Exchange Carrier Ordering and Design Small Exchange Carrier Access Billing Guidelines
 - Access Service Ordering Guidelines

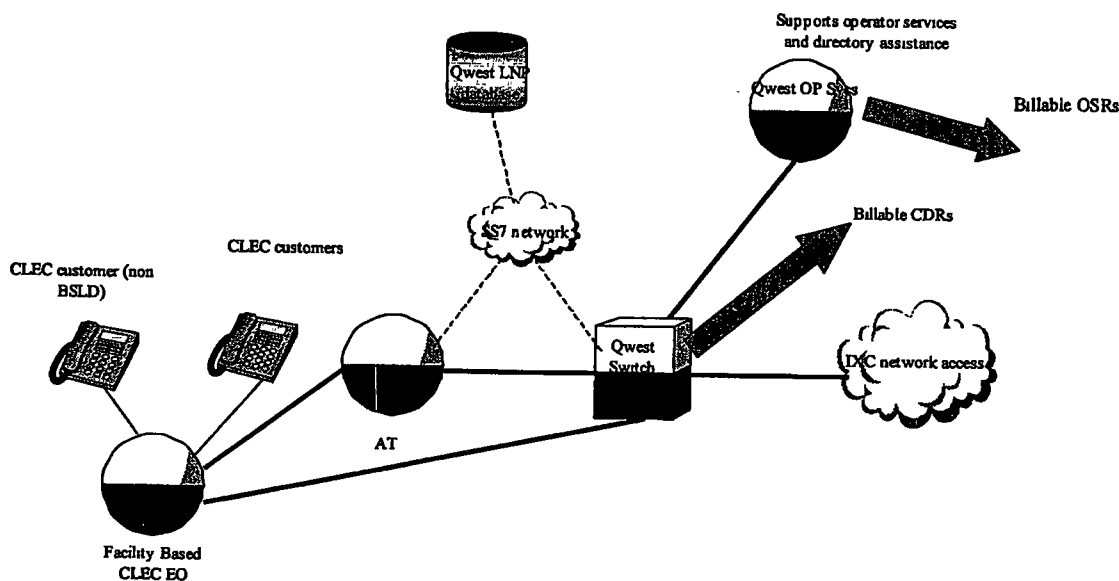


Figure 1 Facilities Based CLEC using BST Tandem for Access

- Direct trunks to Qwest
 - The CLEC must have access to the Qwest network with privileges established to send traffic to Qwest's 0432 CIC.

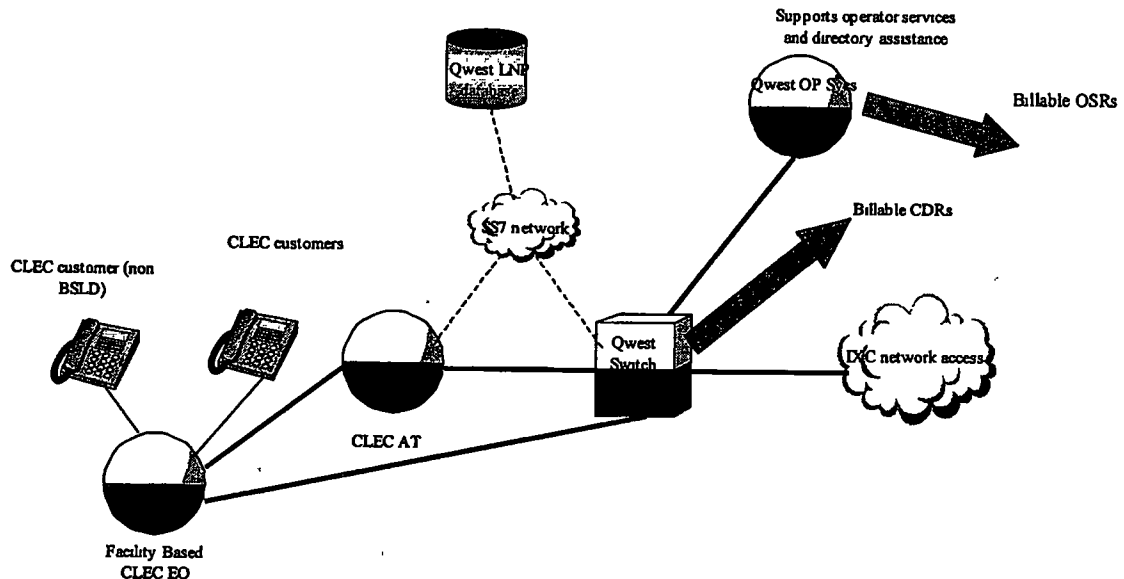


Figure 2 CLEC with Direct Trunks to Qwest (Access tandem either CLECs or Alternate AT Provider)

Note: There may or may not be an access tandem connection. If there is an access tandem and there is routing overflow, then there must also be routing to Qwest through the tandem for the 0432 CIC.

C. BSLD Standard References

The trunk access method is Feature Group D using Common Channel Signaling.

These interfaces must conform to the following Telcordia specifications:

- GR-690-CORE Exchange Access Interconnection
- GR-394-CORE, Switching System Generic Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP).

The Common Channel Signaling standards are defined in:

- GR-905-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
- GR-246-CORE Telcordia Technologies Specification of Signaling System Number 7

If MF signaling is used, then the trunks should conform to the standards as defined in the GR-690-CORE listed above.

D. Identification of Originating Stations using ANI ii

The CLEC must comply with the assignment of the ANI ii digits as defined by the following Industry Numbering Committee to identify the type of originating station.

- ANI INFORMATION DIGITS CODES - INC 98-0116-020

12. CONTACT INFORMATION

A. BSLD Contacts

Inquiries regarding procedures for operating with BellSouth Long Distance
(Hours of Operation are Monday – Friday: 9am – 5pm ET):

Contact: Jill Wells
E-mail: bsld.clec@bellsouth.com
Phone #: 770-352-3157
Fax #: 678-587-5293

B. Qwest Contacts

Inquiries regarding procedures for establishing CARE with Qwest (Hours of
Operation are Monday – Friday: 8am – 5pm ET):

Contact: Michelle Cummings
E-mail: Michelle.cummings@qwest.com
Phone #: 614-215-6159
Fax #: 614-215-6451



BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

APPENDIX A: CLEC QUESTIONNAIRE

BSLD - CLEC Questionnaire for Facilities-based CLECs

1. Please provide your CLEC name and any other names under which your company does business.
2. Please provide your Regional Accounting Code(s).
3. Indicate the states where your CLEC has a presence within the BST territory. Also provide all associated Operating Company Numbers (OCNs).

State	CLEC presence?	OCN
Alabama		
Georgia		
Kentucky		
Louisiana		
Mississippi		
North Carolina		
South Carolina		

4. In areas where the CLEC is a Facilities Based Provider, does the CLEC support Equal Access in all areas? If the answer is no, please provide the planned date for support of Equal Access capability by service area (LATA, NPA/NXX, CLLI).
5. In areas where the CLEC is a Facilities Based Provider, does the CLEC always connect (trunk) to the ILEC's Access Tandem for connection to IXCs? If the answer is no, please describe how the CLEC currently interconnects with IXCs (describe by LATA, NPA/NXX, CLLI).
6. What is the earliest date that BellSouth Long Distance (BSLD) or its agent can start sending InterLATA or IntraLATA PIC orders to the CLEC?

BellSouth Long Distance

7. Will the CLEC allow customers to choose separate IntraLATA and InterLATA carriers (2-PIC)?
8. Which of the following values does the CLEC currently use to forward jurisdictional indication data to IXCs?
 - BLANK: not multi-PIC
 - A: intraLATA
 - B: intraLATA/interLATA (international assumed)
 - E: InterLATA (international assumed)
9. What media do you presently use to transmit PIC orders? Paper, tape, fax, e-mail, electronic. If tape, provide specifications. If electronic, describe type of interface.
10. Will the CLEC be willing to use other media it currently does not use to transmit PIC orders? If so, please list the other media the CLEC is willing to use.
11. Provide name and phone number for CLEC contact for billing name and address inquiries.
12. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for equal access policy and procedures.
13. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact for CARE handling and processing.
14. Provide name, street address, telephone number, fax number and e-mail address of CLEC contact where IXC CARE should be sent (if different from above).
15. Describe CLEC's current dispute resolution process for PIC changes and provide contact person, street address, telephone number, fax number and e-mail address. List any applicable charges and provide a tariff reference



BellSouth Long Distance

16. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for basic 1+ service. Provide separate estimates for residence customers, business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.

17. Please provide a monthly estimate for the next 12-month period of CLEC customers that will select BSLD as their IXC for toll-free service. Provide separate estimates for business customers with 3 lines or less, business customers with 4 to 10 business lines, business customers with 11 to 24 business lines, business customers with more than 24 lines.

18. Does the CLEC plan to use BSLD as the exclusive IXC for 1+ services, Operator Services, and Directory Assistance for CLEC's customers?

19. Does the CLEC plan to use BSLD for CLEC owned public telephones?

Fax this completed questionnaire to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this completed questionnaire to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231



BellSouth Long Distance

Procedures for Operating with BellSouth Long Distance

APPENDIX B: CLEC ACKNOWLEDGEMENT FORM

BSLD Operating Procedures for Facilities-based CLECs

Please provide BSLD with the following general information about your company and contact information for an on-going operational relationship:

Company Name

Company Address

Operational Contact Name

Operational Contact Phone #

Operational Contact E-mail Address

Operational Contact Fax #

I acknowledge that I have reviewed the "Procedures for Operating with BellSouth Long Distance" and agree to comply with said procedures in order to provide BellSouth Long Distance as a long distance carrier option for my customers. As part of this acknowledgement, I agree to abide by the following guidelines:

1. Refer all customers expressing a desire to choose BSLD as their long distance carrier to the BSLD toll-free customer care phone number 1-866-235-5531 (Hours of Operation are Monday – Friday: 8am – 11pm ET).
2. Do NOT provision the customer's service to PIC BSLD until receiving notification of the customer's PIC to BSLD from Qwest Communications using the 0432 CIC. Internal local orders for a new customer must have a "**no PIC**" specification so that local provisioning is not delayed while awaiting a PIC notification. Failure to follow these procedures could result in an unauthorized PIC ("slam") of the customer to Qwest.
3. Provision all customers that are PIC'd to BSLD using the Qwest CIC 0432 after receiving a PIC notification from Qwest.
4. Only submit orders for services located in BellSouth Telecommunications, Inc. service (franchise) area and BSLD relief states (AL, GA, KY, LA, MS, NC and SC).
5. Advise customers that there is currently a limited product and pricing plan availability offered by BSLD for CLEC customers, as outlined in section 6A.

Furthermore, I acknowledge that I have completed the "CLEC Questionnaire" (Appendix A), and that all information provided therein is accurate.

Signature

Date

Title

Contact Phone #

Fax this form completed and signed to: Jill Wells, BSLD Carrier Relations 678-587-5293

OR

Mail this form completed and signed to: Jill Wells, BSLD Carrier Relations, 400 Perimeter Ctr Ter NE, Atlanta, GA 30346-1231

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 6-10(A)-1
Attachment No. 2

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 6-10(A)-1
ATTACHMENT NO. 2 IS PROPRIETARY**

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Provide all documents identified in response to Interrogatory 6-10(A)-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 6-10(A)-1.

- ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?
- REQUEST: Provide all documents identified in response to Interrogatory 6-10(A)-3, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 6-10(A)-1.

- ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST: Provide all documents identified in response to Interrogatory 6-11(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, responsive documents are attached. Furthermore, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 6-11(A)-1.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 6-11(A)-1
Attachment 1

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 6-11(A)-1**



MERGERS AND ACQUISITIONS END TO END PROCESS FLOW



CHANGE HISTORY

This section list changes made to the baseline "Mergers and Acquisition End to End Process Flow" document since the last issue. New versions of this document may be obtained from the Release Manager.

Version	Issue Date	Section Revised	Reason for Revision
0.1	9/25/2003		Initial draft.
0.2	01/25/2004		Conversion to word doc format
0.3	01/29/2004		Correct Collocation Section, add SEEMS, and BBI sections
0.4	2/4/2004		Continuity in flow
0.5	2/17/2004		Updates made by project management
0.6	2/17/2004		Update to add CPG changes
0.7	2/18/2004		Updates by legal and contract negotiators
0.8	2/19/2004		Update to add changes to Collocation
1.0	2/24/2004		Baseline Document
1.1	3/8/2004		Changes to planning phase per M&A Chairperson



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1.0 PREFACE

In May of 2003, the Merger/Acquisition Core Team was developed. The Core Team's mission is to operationalize the processes, procedures, and policies to support transfers of assets and/or services between Wholesale Customers through a purchase, merger, or acquisition transaction ("Transfer").

The scope of the Core Team is to develop and/or change processes, procedures and BellSouth policies that can be applied to and implemented in a Transfer which will include, but is not limited to:

- All BellSouth wholesale products and services
- Processes impacting pre-ordering, ordering, provisioning, maintenance, billing and collections
- Communication and training

The following documentation is a compilation of all methods and procedures developed thus far in the effort of the mission. This document will be a "living" document in the sense that it will be continuously updated as additional methods and procedures are added and additional processes are defined and redefined.

The following documentation also includes a Planning Process Flow that begins at the point of entry that an acquiring CLEC or IXC notifies BellSouth of its intention to merge or acquire another CLEC or IXC or purchase certain assets. The Planning Process Flow takes into account the merger/acquisition transaction affecting the billing records contained in the Customer Record Information System (CRIS), Customer Account Billing System (CABS), network records, facility repositories, Integrated Billing Solutions (IBS) and maintenance databases (e.g. WFA, TIRKS, LMOS).

A Merger/Acquisition Chairperson has been put into place to manage and interface with all affected BellSouth internal departments as well as the acquiring CLEC or IXC in a merger/acquisition transaction. The Merger/Acquisition Chairperson will manage and direct the transaction to completion. Assisting the Merger/Acquisition Chairperson will be the Executive Review Board, consisting of Legal, Regulatory, Finance, and Contract Negotiations, to determine any issues that need to be resolved before moving forward with the transaction. The Merger/Acquisition Core Team will continue to remain in place to interface with the Merger/Acquisition Chairperson. The Core Team will consist of BBI-CABS/CRIS, Account Team, Regional Collocation Managers, Regulatory, Product Management, Project Management, TOS, Contract Negotiations, Legal, Billing, & Collections, ARM, , Industry Relations, Customer Care and SEEMS/PMAP, and Professional Services (as required).. The Core Team will assist the Merger/Acquisition Chairperson in identifying the appropriate information needed and/or resolve issues regarding their designated areas.



The acquiring CLEC or IXC will complete Level 1 and Level 2 Checklists that will assist BellSouth in determining how the transaction will be managed. The acquiring CLEC or IXC will also be responsible for providing a spreadsheet inventory of the transferring assets. The customer's inventory will be validated using BellSouth billing records as the base before the Merger/Acquisition Chairperson signals the transferring assets to be changed in the applicable billing and records systems.

Additionally, the Merger/Acquisition Chairperson will follow up to ensure quality assurance that the transaction is complete and provide any follow-up to any post transaction issues.

2.0 DESCRIPTION OF TRANSFER OF SERVICE (TOS)

A Transfer of Service applies whenever an existing customer makes a decision to assign (transfer) their assets, interests, rights and financial obligations for an existing wholesale service account to another party, when there will be:

- No interruption or disconnection in service use.
- No relocation of all existing service.
- The new customer (Assignee) assumes all outstanding indebtedness for such services, any unexpired portion of the minimum period, and the termination liability (if any) associated with the services involved in the transfer. If the new customer does not agree to assume responsibility for all charges, Transfer of Service is not applicable and N & D orders are required.

A Transfer of Service generally occurs as a result of a change in the ownership and/or structure of a customer's business. Examples include, but are not limited to:

- An outright purchase
- Acquisition of an existing business
- The merging of two or more existing businesses
- Establishment of a new/changed business structure; i.e.
 - Sole ownership -Partnership -Corporation

3.0 DESCRIPTION OF A MERGER

A merger is defined as the consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The acquiring company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically).

4.0 RESTRICTIONS:

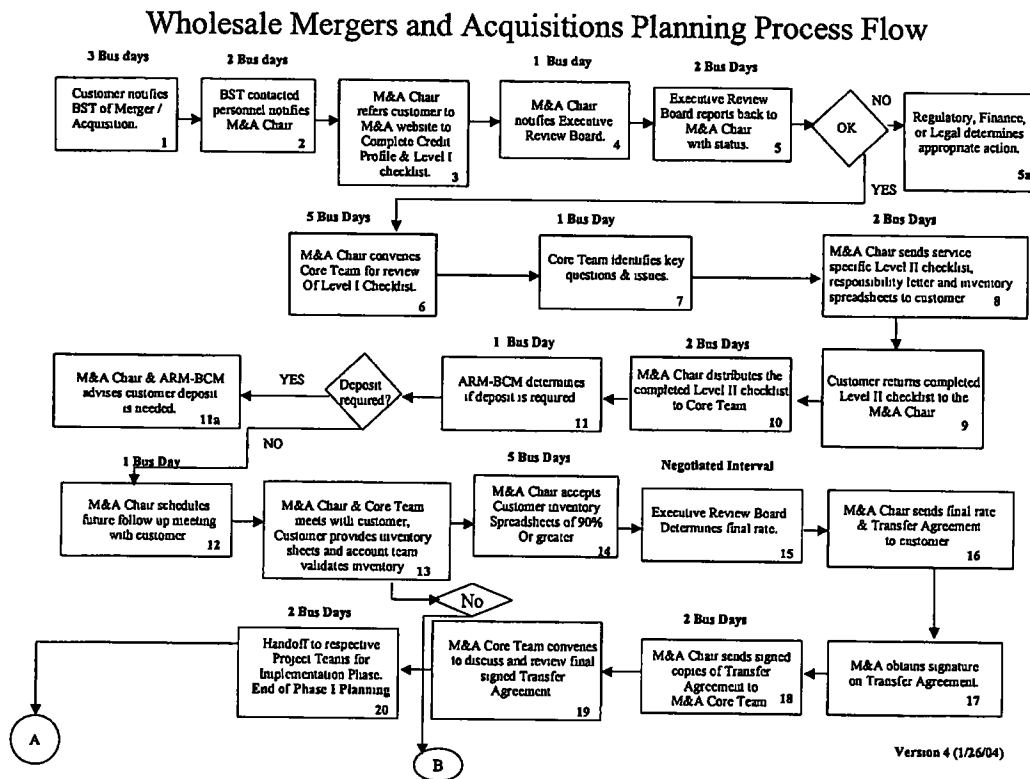
- Service is not interrupted or disconnected.



- No service order(s) will be issued/released to execute a Transfer of Service prior to the receipt of proper written agreement from both the Assignor (former owner) and the Assignee (new owner). If the former company has already been dissolved, the Transfer Document will not be appropriate.



5.0 PLANNING PROCESS FLOW DIAGRAM





5.1 Description

This document identifies the planning process for implementing a merger and acquisition (M&A) within BellSouth between two (2) customers. The customers may be Interexchange Carriers (IXCs) or Competitive Local Exchange Companies (CLECs). The Planning phase documents the entry, evaluation, review and planning activities required for each merger transaction request presented to BellSouth.

BellSouth has defined a merger and acquisition as: acquisition, merger, consolidation, or combining of products and services by one company that relinquishes/resolves full responsibility/ownership of those described/designed products and services to another company/entity in total with associated liabilities. An M&A between two companies may either be a 'full' or 'partial' merger or acquisition.

A full merger identifies the scenario that all services from one customer are relinquished to another company. A partial merger identifies the scenario that something less than all of the products, services, and /or assets are being relinquished to another company. A partial merger may also involve a certain geographic location.

Regardless of the type of merger, BellSouth has defined a set of processes that should be followed in the event BellSouth is notified of a pending or completed merger between two customers.



5.2 Planning Process

In previous merger and acquisition transaction, the planning phase was the responsibility of the individual Account teams who represented the different entities within BellSouth affected by the specific transaction. The growing complexity and frequency of the merger and acquisition transactions requires full operationalization of the process, procedures, and policies to support the activities. Full operationalization is achieved with the creation of a comprehensive planning phase.

The planning phase collapses the various points of entry to a single communication work-stream that notifies BellSouth of a pending merger/acquisition transaction. The notification to BellSouth initiates the coordination between departments, communication with the customer, validation of inventory, investigation of any legal and regulatory issues that may delay the merger, and the negotiation of the Transfer Agreement (as defined below) between the selling CLEC, the acquiring CLEC and BellSouth. The Mergers and Acquisition (M&A) chairperson is a new role created to optimize planning, execution, and closeout of the merger/acquisition transaction.

5.3 M&A Transfer Document

BellSouth has developed an M&A transfer document ("Transfer Agreement") that will be sent to the acquiring customer in a merger scenario. The Transfer document will include the terms, conditions and rates. The M&A Chairperson will be responsible for getting the Transfer Agreement signed. See appendix for Exhibit 1

5.4 Checklists

During the planning phase, the customer will be asked to complete Level 1 and Level 2 checklists. The Level 1 checklist provides the scope of the project, giving the M&A Chairperson direction on how to proceed. After the Level 1 checklist is completed and returned to BellSouth, the M&A Chairperson will request that the customer complete the relevant Level 2 checklists which will be specific to the products and services involved in the merger and/or acquisition. For example, if the merger involves local interconnection trunks, the customer will complete the Level 2 Checklist for trunks. If the merger involves access trunks, the customer will submit the Level 2 checklist for access trunks. If the merger involves unbundled network elements (UNE) services, the customer will complete the Level 2 Checklist for the specific UNE product. The checklists will be used by BellSouth to determine the impact of the merger on BellSouth operations, billing, ordering, and network functions (see appendix for checklist(s)).



5.5 Customer Inventory Lists

The customer will be asked to submit an inventory of the specific services involved in the merger ~~(appendix)~~. If the customer desires, they may establish an agreement with the Professional Services group within BellSouth and have Professional Services identify the services for them and submit the inventory to the M&A Chairperson.

Note: Rates for using the Professional Services group will be outside of the M&A Transfer Agreement.

5.6 Rates

The cost of implementing the merger changes within BellSouth is dependent of the quantity and type of services involved in the merger. This includes, but is not limited to, The UNE products have a Transfer of Records Change (TORC) charge that is representative of the costs to change BellSouth records. For services ordered via the tariff, the tariff has Transfer of Service (TOS) rates defined.

The M&A Chairperson, along with representatives from Legal, Finance, Regulatory, Contract Negotiators and Account Receivable Management referred to as the Executive Review Board, will determine the cost of the merger and will provide the cost to the customer in the finalized Transfer Agreement. The Transfer Agreement will also include how the charges will be applied to the customer's bill, either on a circuit or trunk basis, or a lump sum amount after the transfer is completed. The M&A core team representatives will be advised of the costs and implementation methods to ensure successful implementation occurs.

Note: If the cost of the merger is to be done in a lump sum amount, the Post Billing Group will issue an OC&C using a narrative OC&C phrase with the amount of the merger.

Note: BellSouth Pricing and Costs SMEs are in the process of identifying the costs associated with implementation of a merger/acquisition. Depending on the outcome of this investigation, a new rate element or changes to the existing tariff language may be necessary.

Note: BellSouth Pricing and Costs SMEs are in the process of identifying the costs associated with implementation of mergers. Depending on the outcome of this investigation, a new rate element or changes to the existing tariff language may be necessary.



5.7 Roles and Responsibilities

Mergers and Acquisition Chairperson:

- Determine the type of merger
- Act as liaison between the acquiring customer and the M&A Core Team
- Be the overall communicator and Project Manager for M&A between each project team and the acquiring customer (written and oral)
- Act as program manager
- Coordinate overall Effective Bill Date for both billing and order completion
- Ensure all paperwork has been completed by customer
- Coordinate with Professional Services Sales Team as needed
- Contact Project Management to give notification of TOS authorization.
- Make Independent Customer Relations aware of the merger activity
- Obtain confirmation and acknowledgement letter from customer
- Submit spreadsheets and TOS charges to customer for approval.
- Coordinate the close out process –ensure all circuits/trunks/accounts impacted by the merger are updated to reflect merger activity
- Obtain executed originals from acquiring customer and assigning customer of all internal BellSouth documents outlined in the Transfer Agreement
- Negotiate a minimum of a 30 day freeze based on input from Core team
- Quality Assurance – ensure that BellSouth databases have been updated to reflect completion of past, current and future mergers
- Provide weekly status of transactions to Core team and stakeholders
- Forward written authorization from ARM BCM to process TOS to Project Managers

Account Receivable Management- BellSouth Credit Management:

- Review credit profile
- Determine deposit if applicable
- Participates on the Executive Review Board

Account Receivable Management - Billing and Collections:

- Provide debt analysis of acquired company to Executive Board
- Manually bill merger and acquisition charges on lump sum scenarios
- Handle disputes
- Collect outstanding debt
- Responsible for implementation of merger request at Q account level

Regulatory:



- Participate on the Executive Review Board and the Core Team in ensuring regulatory compliance
- Monitor regulatory proceedings of early detection of M&As
- Support filings in those proceedings as appropriate

Legal:

- Participate on the Executive Review Board and the Core Team as legal issues arise.
- Assist the Contract Negotiator with the acquiring CLEC negotiation of the Transfer Agreement
- Interconnection Agreement Negotiators:
- Assigned to the acquiring CLEC
- Participate on the Executive Review Board at the beginning of the notification from the Acquiring CLEC to BellSouth
- Review the transferring and acquiring CLEC's current interconnection agreements
- Review the PSC certification status for both CLECs
- Address any current contract issues that may have an impact before the transaction proceeds
- Work with the Merger/Acquisition Chairperson and Core Team in resolving contract/billing issues
- Will negotiate and prepare the applicable Transfer Agreement between BellSouth, the acquiring CLEC and the transferring CLEC.

Account Teams/CLEC CARE:

- Member of the Executive Review Board
- Assist in review of checklists
- Validate inventory spreadsheets
- Assist in determining cost
- Maintain copy of signed agreement(s)

SEEM/PMAP:

- Be the single point of contact for all issues related to the PMAP or PARIS systems for any merger/acquisition transaction being processed by BellSouth.
- Be an active part of the Planning Phase
- Attend all planning meetings in order to coordinate any changes/updates necessary to ensure the proper PMAP reporting and the proper payment of any SEEM measures

Center Staffs:

- Collaborate on the order issuance guide lines



- Serve as Subject Matter Expert for the products
- Represent the centers interest in the merger transaction

BBI CRIS/CABS:

- Populate BBI Wholesale M&A Information Sheet (appendix)
- Provide completed BBI Wholesale M&A Information Sheet to BBI Operations
- Chair BBI operations meetings to discuss merger implementation*
- Champion BBI issues with M&A core team
- Be responsible for implementation of merger request within BBI Operations
- Provide status information to all BBI impacted areas

Project Management:

- Finalize scope as provided by the customer and M&A chair
- Schedule kick off conference call to determine critical dates and verify resources to be involved in the implementation of project
- Manage project by monitoring and tracking critical dates and assisting in roadblocks during implementation of project
- Evaluate and close out project
- Provide weekly project statuses to M&A Chairperson
- Notify M&A Chair and project team that project is closed

Mergers and Acquisition Executive Review Board:

- Determine the status of the acquiring company based on state and regulatory approvals and certifications
- Assess the risk of merger to BellSouth
- Determine if merger can proceed through the defined process

Mergers and Acquisition Core Team:

- Identify and resolve customer issues
- Ensure complete billing as defined by contract
- Assess the scope of the merger
- Remove roadblocks that impede execution of merger
- Determine affected service centers and work groups
- Minimize risks to BellSouth
- Ensure clear and accurate communication paths to all involved entities

Customer:

- Initiate the transaction in BellSouth



- Provide inventory affected by merger
- Ensures appropriate authority from other affected customer, end users and regulatory bodies.
- Executes all applicable authorizations and agreements with Contract Negotiators and the Merger and Acquisition Chairperson.

Regional Collocation Manager (RCM)

- Review e-Application(s) for each collocation site to be transferred to the acquiring CLEC
- Interface with M & A Chair and/or Project Manager to set 30 day freeze
- Assist acquiring CLEC with collocation questions/issues
- Process Firm Order (FO) at start date of freeze
- Interface with M & A Chair and/or Project Manager as necessary during transfer
- Close-out the e-Application at completion of each transfer



5.8 Mergers and Acquisition Planning Process Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 5.0

Table 1 Mergers and Acquisition Planning Process

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
1	<p><u>Customer submits merger and acquisition notice to BellSouth:</u></p> <p>The CLEC customer will contact the person identified in the notices section of the Interconnection Agreement to advise BellSouth of the merger/acquisition.</p> <p>The IXC customer will contact their Account Team who will contact and the RCM, if collocation sites are involved, to advise BellSouth of the merger/acquisition</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Notification process <p>Outputs:</p> <ul style="list-style-type: none"> Acknowledgement of notification 	<p>Customer (R) M&A Chairperson (A) Legal Account Team (A) RCM (R)</p>	0 days
2 & 3	<p><u>M&A Chairperson is notified of merger and M&A Chairperson refers customer to the M&A website to complete the credit profile and Level 1 checklist.</u></p> <p>The M&A Chairperson will be notified of the impending merger by either the Account Team or Persons listed in the Notices section of the Interconnection Agreement.</p> <p>The M&A Chairperson will refer the customer to the external website and request the customer to complete the credit profile information and Level 1 checklist and electronically return to BellSouth.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Notification by email, voice mail or fax of customer intent Blank Credit Profile Blank Level 1 checklist OCN, CIC, ACNA, etc on governing body letterhead <p>Outputs:</p> <ul style="list-style-type: none"> Completed Level 1 checklist 	<p>Account Team (R) Legal (A)</p>	2 days



Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
4&5	<p><u>M&A Chairperson notifies Executive Review Board (ERB) of pending merger transaction and the ERB reports back with status:</u></p> <p>M&A Chairperson convenes the ERB to review and provide state, regulatory, and financial status of the acquiring customer. Determines if the merger can proceed without further customer obligations, i.e. approval by PSC, state certification, etc.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> • Customer contact • Completed Credit Profile • OCN, CIC, CCNA, ACNA changes on governing body letterhead <p>Outputs:</p> <ul style="list-style-type: none"> • Financial and contractual status • Regulatory status • Credit Status • State Certification 	<p>M&A Chairperson (A) Contract Negotiator (R) Regulatory (R) Account Team/ Customer Care (R) Account Receivable Management – BellSouth Credit Management (R) Legal (R)</p>	3 days
6 & 7	<p><u>M&A Chairperson Convenes M&A Core Team:</u></p> <p>After the M&A Chairperson receives ERB approval, the M&A Chairperson convenes the core team to review the Level 1 checklist from the customer, an internal meeting is called with Core Team members to assess scope of project, review Level 1 checklist and issues associated with request. All questions/issues are clarified and resolved with the customer prior to forwarding the Level 2 checklists</p> <p>NOTE: M&A Chairperson should invite Core Team members based on services identified on Level 1 checklist. For example, if UNE-P is not shown as impacted, the UNE-P contacts should not be invited to the M&A Core meeting</p>	<p>Input:</p> <ul style="list-style-type: none"> • Level 1 checklists • Initial assessment of services involved • Collocation sites • OCN, CIC, CCNA, ACNA changes on governing body letterhead <p>Output:</p> <ul style="list-style-type: none"> • Preliminary Scope • Issues/questions on scope of project 	<p>M&A Chairperson (A) BBI-CABS/CRIS (R) Account Team (R) Project Management (R) Contract Negotiator (R) Account Receivable Management – Billing & Collections – (ARM B&C) (R) RCMs if appropriate (R) Center Staffs (R) PMAP/SEEMS (R)</p>	6 days



Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
8 & 9	<p><u>M&A Chairperson sends Level 2 checklists and issues to customer:</u></p> <p>M&A Chairperson sends service specific level 2 checklist(s) to customer, customer responsibility letter, and request inventory spreadsheets.</p> <p>The customer returns the Level 2 checklist to M&A Chairperson</p>	<p>Input:</p> <ul style="list-style-type: none"> • Preliminary Scope • Issues/questions on scope of project <p>Output:</p> <ul style="list-style-type: none"> • Level 2 checklists • Customer responsibility letter • Inventory spreadsheet 	<p>M&A Chairperson (A) Customer (R)</p>	<p>2 days</p>
10, 11 & 12	<p><u>M&A Chairperson distributes the Level 2 checklist to the Core Team and forwards a copy to the Finance Department to determine if a deposit or an additional deposit is required</u></p> <p>When the Level 2 checklists are returned, the M&A Chairperson and Core Team meets to review the Level 2 checklist for completeness; types of services involved, and impacted resources/departments and forwards the list to the ARM-BCM and schedules first customer meeting. ARM-BCM will determine if a deposit is required:</p> <p><u>Deposit Not Requirements:</u> The ARM BCM determines the customer does not pose a credit risk and a deposit is not required per the acquiring CLEC's Interconnection Agreement. The recommendation is to meet with the customer to validate Checklists 1 and 2.</p> <p><u>Deposit Required:</u> The ARM-BCM determines a deposit or and additional deposit is required.</p>	<p>Input:</p> <ul style="list-style-type: none"> • Level 2 checklists • Customer credit status • Customer credit profile • OCN, CIC, CCNA, ACNA changes on governing body letterhead <p>Output:</p> <ul style="list-style-type: none"> • Distribute completed Level 2 checklists to team • Deposit determination • First customer meeting 	<p>M&A Chairperson (A) Core Team (R)</p>	<p>3 days</p>



Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
13 & 14	<p><u>M&A Chairperson convenes meeting with customer & Core Team:</u> The M&A Chairperson conducts meeting with the customer and Core Team to review the Level 1 and 2 checklists to gain concurrence on the services, states, OCN, ACNA, CICs, Collocation sites, etc involved in the merger/acquisition transaction.</p> <p>The AE and/or LCM/LSM, and/or RCM validate the inventory. When the customer returns the inventory spreadsheets, the Account Team will review and validate the services against BellSouth's inventory obtained from BRIO, facility inventory databases, etc. for accuracy.</p> <p>If Collocation is involved, the customer submits an e-Application but will not submit until all agreements are finalized</p>	<p>Input:</p> <ul style="list-style-type: none"> • Level 1 and 2 checklists • Initial scope assessment • Inventory spreadsheets (from customer) <p>Output:</p> <ul style="list-style-type: none"> • Gain agreement accurate • Inventory Spreadsheets • Final scope assessment • Rates based on inventory • Tentative project dates and freeze periods • Preliminary e-Application by customer (if collocation is involved) 	<p>M&A Chairperson (A) Core Team (as required) (R) Customer (R)</p>	<p>5 days</p>
15	<p><u>Determine Final Rates</u> The ERB reviews the comprehensive inventory spreadsheets and determines the</p>	<p>Input:</p> <ul style="list-style-type: none"> • Inventory spreadsheets 	<p>M&A Chairperson (A) Account Team/CLEC CARE</p>	<p>Variable due to Negotiation</p>

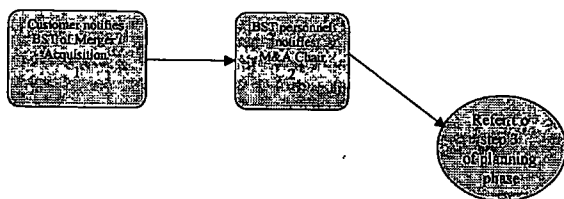
Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
	cost of the project. The cost of the project and the final transfer agreement are developed and reviewed internally before submitting to customer.	<ul style="list-style-type: none"> Final scope assessment Recommended Rates Output: <ul style="list-style-type: none"> Final costs of transfer activities Final Transfer Agreement 	(R) Contract Negotiators (R) Legal (R) Customer (R)	between BST and Customer
16 & 17	<u>M&A sends rates and Transfer Agreement to customer & obtains signature to Transfer Agreement:</u> The M&A Chairperson and Contract Negotiators negotiates completion dates of the merger, a minimize of 30 day service freeze based on project management and RCM input, and reviews the final rates, which includes the pay options Lump Sum or circuit by circuit selected by customer and sends documents to the customer for signature. Signature is obtained and signed documents are received from the customer. The Chairperson maintains one copy and forwards copies to Legal and Contract Negotiator.	Input: <ul style="list-style-type: none"> Final costs document Final Transfer Agreement Output: <ul style="list-style-type: none"> Archive signed documents Final planning meeting E-Application-bona-fide if Collocation Transaction completion dates Service freeze dates Final Transfer Agreement (from customer) 	M&A Chairperson (A) Contract Negotiators (A) Customer (R) Core Team (as needed) RCM (R) if collocation sites are involved	2 days



Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
18, 19, & 20	<p><u>M&A Chairperson sends signed Transfer Agreement to M&A Core Team and convenes Core Team for final review and handoff to respective Project Teams for implementation phase.:</u></p> <p>The M&A Chairperson sends a copy of signed Transfer Agreement to the M&A Core Team and convenes a final meeting to determine the working document that consists of: sequence of events/tasks; timelines; areas of responsibilities, (aka WBS) etc. delegate the merger transaction to the impacted work groups. Final planning information is handed off to the respective Project Teams for implementation phase.</p> <p>End of Phase 1 Planning</p>	<p>Input:</p> <ul style="list-style-type: none"> • Inventory Spreadsheets • Signed Agreements • High level timelines (WBS) <p>Output:</p> <ul style="list-style-type: none"> • Work Plan Document • Hand-off project to the respective project managers 	M&A Chairperson (A) Core Team (R)	4 days



Work Entry Process





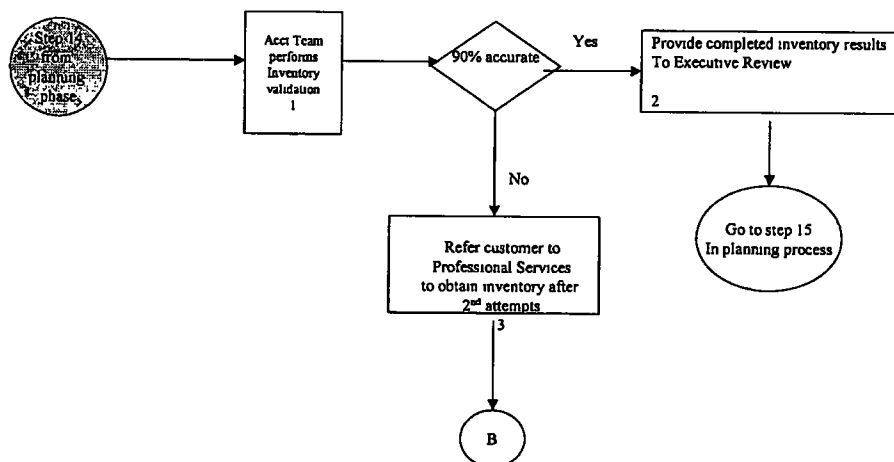
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 5.10

Work Entry Process Table

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority	Cycle Time
			A-Accountable R-Responsible	
1	<p><u>Customer contacts the BST personnel to advise of pending merger:</u></p> <p>The contacted BST personnel will obtain the type of merger, customers timeframes, and general products involved in the merger and ensure customer is following the notices section of the Interconnection Agreement if appropriate.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Customer Notification <p>Outputs:</p> <ul style="list-style-type: none"> Obtain objectives of customer, types of services, timelines, type of merger Notification process 	<p>BST Personnel (A) Customer (A)</p>	0 days
2	<p><u>Contacted BST personnel refers customer to notices section of the ICA or accepts requests and advises M&A chairperson of pending transaction</u></p> <p>The BST personnel will advise the M&A chairperson of the pending transaction, and ensure customer is following the notices section of the ICA if appropriate or take request.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Customer high level objectives <p>Outputs:</p> <ul style="list-style-type: none"> Notification by email, voice mail or fax of customer intent to M&A chairperson 	BST Personnel (A)	2 days

6.0 ACCOUNT TEAM PLANNING PROCESS FLOW DIAGRAM

Account Team M&A Planning Process Flow



6.1 Account Team and CLEC Care Responsibilities

As an integral part of the Planning Phase, the Account Team, CLEC Care, and Regional Collocation Manager(s) sits on the Executive Review Board to assist with managing the customer's expectations. If the initial contact by the customer is to the Account Team, the Account Team will determine the following:

- Type of merger
- Customers desired timeframe to complete the merger/acquisition transaction.
- General products involved in merger/acquisition.

The Account Team and Contract Negotiator will determine if local interconnection services are included in TOS. The Account Team and Contract Negotiator will identify other documents specific to local interconnection services and Special Payment Plans or Billing Plans (i.e. CSPP, ACP, TSP, TPP, MSNS, MSFRS, Pricing Flexibility, etc.) that are instrumental in the merger and provide all information to the M&A Chairperson and Account Receivable Management.

6.2 Account Team and CLEC Care Inventory Validation Process

The Account Team(s) and CLEC Care assigned to the particular entities will request a Collocation site, Switched Access, Special Access, UNE-L, Trunking, UNE-P, and Resale inventory list from the customer(s) to determine if the customer's inventory is complete. The Account Team(s) and CLEC Care will validate the customer inventory using BOCRIS and BOCABS as the reference for validation. The Collocation sites can be verified with the RCMs. Should the validation process indicate discrepancies, the Account Team(s) will query the customer in regards to the discrepancies with the understanding that the conversion process will not begin until the discrepancies have been at least 90% resolved. The customer will be given 2 attempts to reach the 90% threshold. If the customer is not able to attain 90%, the Account Team will advise the customer that they will need to work with BellSouth Professional Services in order to reconcile the discrepancies.

Upon completion of the validation process, the Account Team(s) and CLEC Care will forward the inventory to the M&A Chairperson for proper internal distribution.

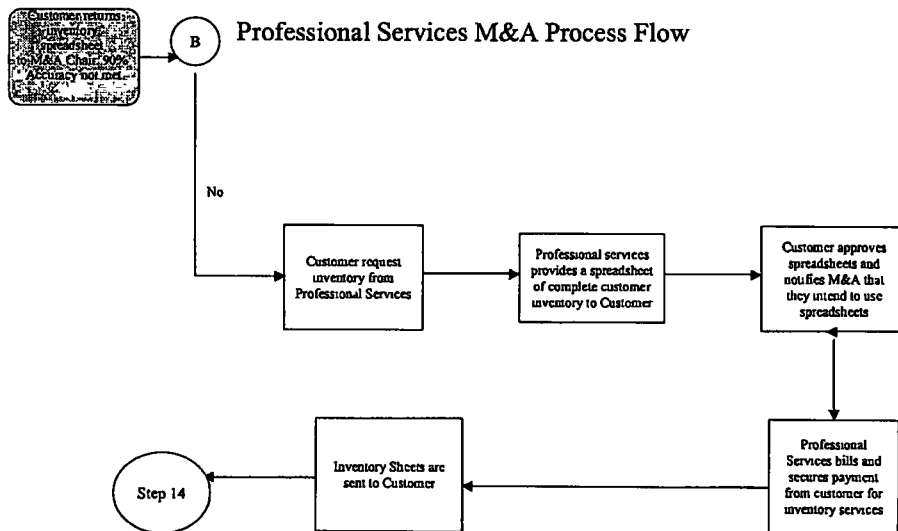
6.3 Account Team Planning Process Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 6.0

Table 2 Account Team Planning Process Steps

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
1&2	<p><u>Customer returns the inventory spreadsheets to BellSouth:</u> The inventory spreadsheets are forwarded to the Account Teams representing, Local, Trunking, Switched Access, and Special Access to validate against BOCABS and BOCRIS to ensure BellSouth transfers ownership on all customer inventory.</p> <p>The Account Team will ensure the customer supplied inventory spreadsheets are 90% accurate.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Customer supplied inventory <p>Outputs:</p> <ul style="list-style-type: none"> Completed inventory with accuracy 90% or greater Prepare for final costs based on inventory 	<p>Customer (A) M&A Chairperson (A) Account Team (R)</p>	5 days
3	<p><u>Less than 90% accurate after 2 attempts</u> If the inventory spreadsheets are less than 90% accurate after 2 attempts, the Account Team will refer the customer to Professional Services for assistance with the merging inventory.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Spreadsheet less than 90% account on second attempt <p>Outputs:</p> <ul style="list-style-type: none"> Referral to Professional Services 	<p>Account Team (R) Customer(A)</p>	1 day

7.0 PROFESSIONAL SERVICES PROCESS FLOW DIAGRAM





7.1 Professional Services Roles and Responsibilities

BellSouth Professional Services (PS) may be requested to assist with the customer's inventory by the customer or BellSouth. Customer has the option of providing this information itself or employing BellSouth's PS Group to perform this function for a fee and pursuant to the terms and conditions of an agreement between PS and customer. If the customer decides to perform this function itself BellSouth will review the inventory for completeness. If BellSouth determines that the list is incomplete or less than 90% accurate after 2 attempts, BellSouth's PS will be retained to provide the missing and/or incorrect information and bill the customer the applicable fee, in addition to any other fees, for determining the additional circuit/account information needed to complete the transfer.

If the customer has attempted to process the information required for a transfer of collocation services and the LCSC/ICSC has determined that the data provided by the buyer is incomplete or incorrect, the request for Professional Services assistance will come from the LCSC/ICSC. A contract for services will then need to be negotiated with the customer.

PS will acquire all of (seller's) BANs from the buyer and verify with BellSouth records. If the buyer does not have BANs already established, the customer will work with the Account Team, to establish new BANs. CLLIs for all locations involved in the transfer must be provided by the customer. In an ideal situation, the buyer will obtain a listing of all circuits, UNE-P, Resale, UNE-L accounts to be transferred from the seller. If that listing is not available, PS will obtain a paper copy of the CSR for the seller's BANs, and identify all circuits to be transferred. This data is then checked against records pulled from BRIO, BOCABS, and any other appropriate system. When all verification and crosschecks have been completed, this data is used to populate a spreadsheet that the buyer must verify and approve prior to orders being issued. Any data identified by the customer (from seller's data) that are not found in BellSouth records are researched to determine if the error is a BellSouth or a CLEC error. If the error is BellSouth's, PS will coordinate with appropriate departments to have these circuits added and include them on the list of circuits to be transferred.

Close coordination is required with the M & A Chairperson and the customer in determining freeze dates for the office(s) being transferred.

Ordering systems are monitored daily to identify any pending orders that have been issued by the seller or customer that have due dates during the freeze period. The appropriate CLEC (buyer or seller) is notified that these orders must be cancelled until after the Transfer.

PS works with the CCM to obtain the old and new cable names. If discrepancies are identified, efforts to correct the records are coordinated with the CCM, SWITCH & AFIG and any other involved departments. Project IDs are obtained the Project Managers.

Spreadsheets are prepared using the format required by the LCSC, CISC, ICSC. These spreadsheets are sent to the Project Managers in the project handoff package prepared by the M&A Core team.

7.2 Professional Service Process Table

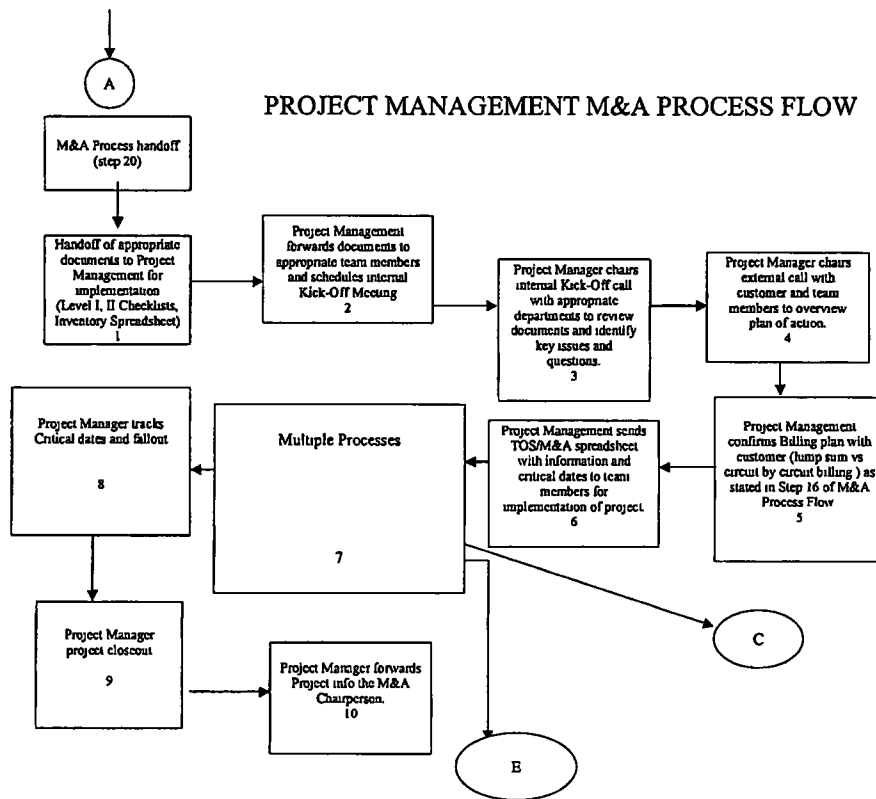
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 7.0

Table 3 Professional Services Process Steps

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
1 & 2	<p><u>The customer request inventory spreadsheet from Professional Services</u></p> <p>The Account Team will direct the customer to Professional Services to assist with obtaining an accurate inventory spreadsheet or the customer may request the assistance of Professional Services at the initial request for the inventory. M&A chairperson will direct the customer to Professional Services when the inventory spreadsheet is not returned during the planning session or the customer advises difficulty in obtaining the data.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> 2nd inventory spreadsheet less than 90% accurate customer request Professional Services assistance <p>Outputs:</p> <ul style="list-style-type: none"> referral to Professional Services 	<p>Account Team (A) Customer (R)</p>	<p>2 days</p>
3	<p><u>Professional Services will use BST systems (BRIO, BOCABS, CRIS, etc) to extract customer inventory.</u></p> <p>Professional Services will use BST systems, BRIO, BOCABS, and any other appropriate system to pull BST billed inventory for the customer at a fee. Professional Services Fees are separate from those billed by the M&A process</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Referral <p>Outputs:</p> <ul style="list-style-type: none"> BST billed inventory 	<p>Professional Services (A) Customer (R)</p>	<p>5 days</p>

Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
4	<p><u>Professional Services gains the customers approval of the inventory and bills and secure payment from customer for the services :</u></p> <p>Professional Services and the customer meet to review and gain consensus on the inventory When the customer approves the inventory as accurate, Professional Services will bill for appropriate service fees and advise M&A chairperson of the status.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> • Inventory Spreadsheets <p>Outputs:</p> <ul style="list-style-type: none"> • Customer approval • Status update to M&A Chairperson • Bill customer for services 	Professional Services (A) Customer (R)	variable
5	<p><u>M&A Chairperson receives a copy of the inventory spreadsheets</u></p> <p>The M&A Chairperson receives a copy of the customer approval and the inventory spreadsheet to compile the handoff package to the relevant project teams which consists of: sequence of events/tasks; timelines, areas of responsibilities, (aka WBS) etc. delegate the merger transaction to the impacted work groups.</p>	<p>Input:</p> <ul style="list-style-type: none"> • Inventory Spreadsheets <p>Output:</p> <ul style="list-style-type: none"> • Work Plan Document • Hand-off project to the respective project managers 	Professional Services (A) M&A Chairperson (R)	3 days

8.0 PROJECT MANAGEMENT FLOW DIAGRAM



8.1 Project Management Project Initiation

The Mergers and Acquisition Core Team will prepare a hand-off package to the relevant project managers. The hand-off package consists of:

- Level 1 & 2 checklists
- Inventory Spreadsheets
- Signed RF 3757 & 3758
- Copy of M&A Chair high level Work Breakdown Schedule (WBS)

8.1.1 PLANNING

- Develop Project Scope and Definition*
- Review Customer Spreadsheet
- Establish Project Id
- Identify Project Team Members
- Develop Project Team Contact and Distribution Lists
- Establish Conference Bridge

Develop Agenda and Meeting Notice for Kickoff Meeting

- Prepare Project Kickoff Meeting Agenda Form
- Verify Project Package Complete
- Distribute to Project Team

Project Team Kickoff Meeting

- Facilitate Meeting Agenda
- Develop Merger and Acquisition Schedule
- Determine if Spreadsheet or ASRs will be submitted
- Determine from handoff documentation if customer request lump sum or circuit level billing.
- Determine submission date for the PTOPS spreadsheet
- Determine Critical Dates for Merger and Acquisition/Transfer of Service
- Lump Sum Billing using PTOPS BAN Level Record Orders and TaskMate update on In-Effect(R) Records in TIRKS to Word Document
- Commit to DD

(If billing and record changes require a change in ACTL as a result of new CCNA, interruption of service, then refer to service rearrangements documented in ICSC Methods and Procedures and follow the normal project management process.)



Project Kickoff Meeting Complete

Prepare and Distribute Project Meeting Package

- Notify Customer of Status (M&A Chairperson) (weekly)
- Distribute Spreadsheet with applicable critical dates, circuit ids, old and new billing information to project team

Project Planning Complete

8.2 Execution

Track Critical dates

Track and Monitor

- PTOs generated R orders issued in HC Status at BAN Level with new ACNA, CCNA, and new billing information to PCX Status in SOCs
- PTOs generated single C orders for UNE-P services
- Completion of new ACNA, CCNA, New Customer Name, and/ or BAN to Network TaskMate program update to IE Records
- Receives confirmation of resolution of fallout and error reports from ICSC/LCSC/CISC centers

8.3 Closeout

1. Log Lessons Learned
2. Send out Closeout Document to M&A Chairperson and Project Team members
3. Archive Project Documentation

8.4 Project Management Process Table

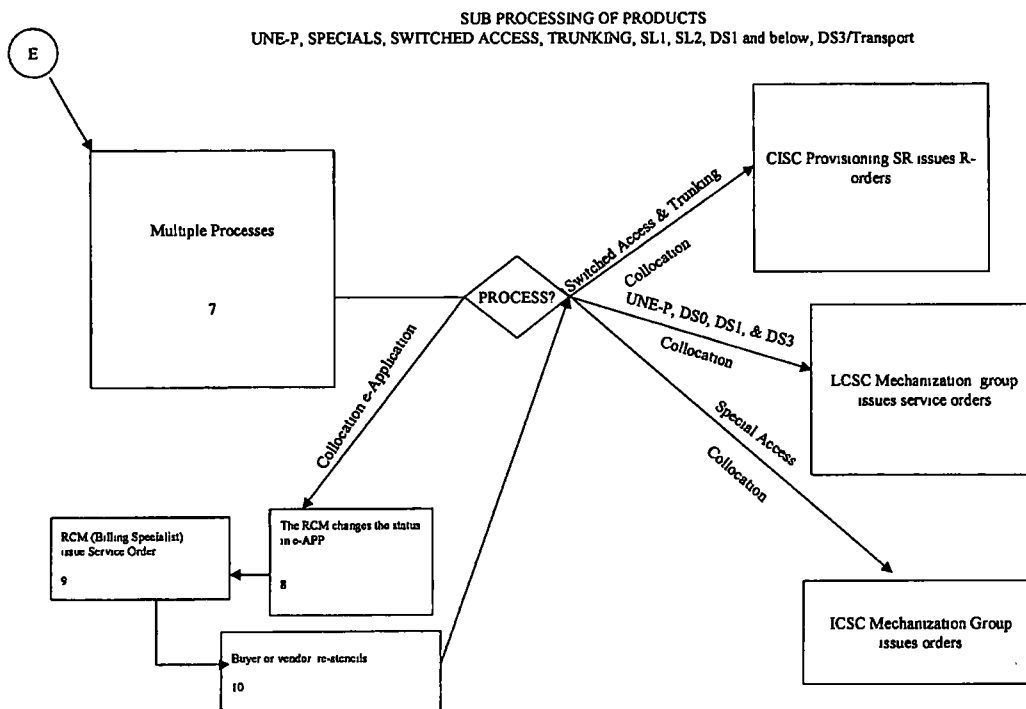
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 8.0

Table 4 Project Management Process Steps

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
1, 2, & 3	<p><u>The Project Manager(s) (PM) receives hand-off package from the M&A Core Team and schedules kickoff meeting with respective teams:</u></p> <p>The relevant PMs coordinate with each other the timing of the specific items on the WBS and work teams. The PM develops the scope for their specific segment of the project, prepares and distributes project packages for their teams, which contains timelines or WBS, critical dates (if appropriate) scope, and spreadsheets, PTOPS programming needs.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Handoff package from M&A Core Team <p>Outputs:</p> <ul style="list-style-type: none"> Kick-Off Meeting PTOPS programming needs Timelines/WBS Critical Dates Project IDs 	<p>Project Manager (R) Project Team (A)</p>	5 days
4, 5, & 6	<p><u>The PM fields any questions or points of clarification with customer, The PM distributes spreadsheets to PTOPS programmers and other team members with critical dates for execution.</u></p> <p>If there are points of clarification, the project manager will filter any information gained from the customer to the M&A Chairperson. The PM will forward the spreadsheets to the PTOPS programmers, LCSC service reps, CISC and/or ISCS Provisioning Group. the LSCS project manager may require the establishment of new BANs.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Spreadsheets <p>Outputs:</p> <ul style="list-style-type: none"> New BANs if required PTOPS programming TaskMate programming 	<p>Project Manager (R) Project Team (A)</p>	5 days

Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
8	<p><u>Project Manager monitors progress and tracks critical dates</u></p> <p>The PM monitors the flow of the service orders and the updates to network legacy systems to ensure all critical dates are met and the project remains on schedule. The project manager ensures service representatives and Provisioning Group resolve all fallout and errors that may result from the implementation</p>	<p>Inputs:</p> <ul style="list-style-type: none"> • Service orders and network legacy system updates <p>Outputs:</p> <ul style="list-style-type: none"> • Resolution of fallout • Monitors project 	<p>Project Team (R) Project Manager (A)</p>	Variable
9 & 10	<p><u>Project manager project closeout and forwards project info to M&A Chairperson</u></p> <p>The PM ensures all service orders complete, network legacy systems updated as defined, documents lessons learned, all records are archived per BST specifications, and prepares close out package for the M&A Chairperson that consists of completed issues log, completed WBS, validation all service orders are complete and fallout resolved, network legacy systems updated as defined, billing orders completed or in-process.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> • Completed service orders • Legacy systems updated by network as defined • Billing options prepared or processed <p>Outputs:</p> <ul style="list-style-type: none"> • Lessons Learned • Project close out package 	<p>Project Manager (A) Project Team (R)</p>	5 days

9.0 SUB PROCESSING OF PRODUCTS UNE-P; SPECIALS, SWITCHED ACCESS; TRUNKING; SL1, SL2, DS1 AND BELOW; DS3/TRANSPORT: COLLOCATION



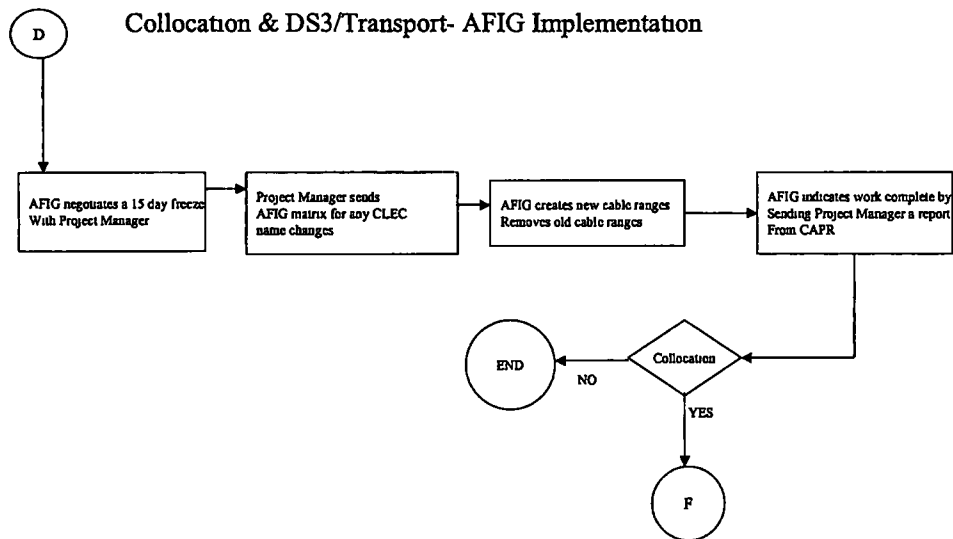
The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 9.0

Table 5 Multiple Processes for Services Process Table

Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
7	<p><u>The LCSC service reps, CISC and ISCS Provisioning group create and update service orders :</u></p> <p><u>Switched Access, Trunking, and Collocation:</u> CISC Provisioning SR issues R-orders to change CCNA at TSC level based on information provided on spreadsheet received from Project management and according to decisions made during the planning conference calls</p> <p><u>UNE-P, DS0, DS1, DS3, and Collocation:</u> LCSC Mechanization group begins processing service in HITOPS using single "C" process for UNE-P; "R" orders for SL1, SL2, DS1 and below; 2 "C" orders for DS3 and transport.</p> <p><u>Special Access & Collocation:</u> ICSC Mechanization Group begins processing BAN Level Record(R) orders using PTOPS. CPG begins processing updates on IE records in TIRKs.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> • Spreadsheets <p>Outputs:</p> <ul style="list-style-type: none"> • Record orders • C orders for DS3 • Legacy systems update by network 	<p>CISC Provisioning Group (A) ICSC Provisioning Group (A) LCSC Service Representatives (A) Project Manager (R) Network – CPG, CTG, AFIG, CCM, etc (if required by product type) (A)</p>	variable

Steps	<u>New Sub-processes</u> Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
8	<u>RCM changes the status of the e-APP</u> The M/A Chairperson advises the RCM that the validation is complete and advises customer to submit Firm Order. The Bona Fide Firm Order will start the 30 day calendar day interval and the freeze on service order issuance for the customer.	Inputs: <ul style="list-style-type: none"> Approved Spreadsheets Outputs: <ul style="list-style-type: none"> Bona-Fide Request for e-APP 	Project Team (R) Regional Collocation Manager (A)	2 days
9	<u>RCM (Billing Specialist) issues Service Order Requests.</u> RCM (Billing Specialist) will issue Service Order requests to the Specialty Center for the Collocation BANs. RCM notes all folders, databases, and other of the Transfer.	Inputs: <ul style="list-style-type: none"> E-App Bona Fide Firm Order Outputs: <ul style="list-style-type: none"> Service order for Collocation BANs Noted folders, databases 	RCM Billing Specialists (A) RCM (A)	2 days
10	<u>Customer or Certified Supplier re-stencils collocation spaces</u> Customer and/or their Certified Supplier will be responsible for ALL re-stenciling.	Inputs: <ul style="list-style-type: none"> Confirmation from project manager to proceed Outputs: <ul style="list-style-type: none"> Collocation spaces re-stenciled 	RCM (A) Customer/Vendor (R)	2 days

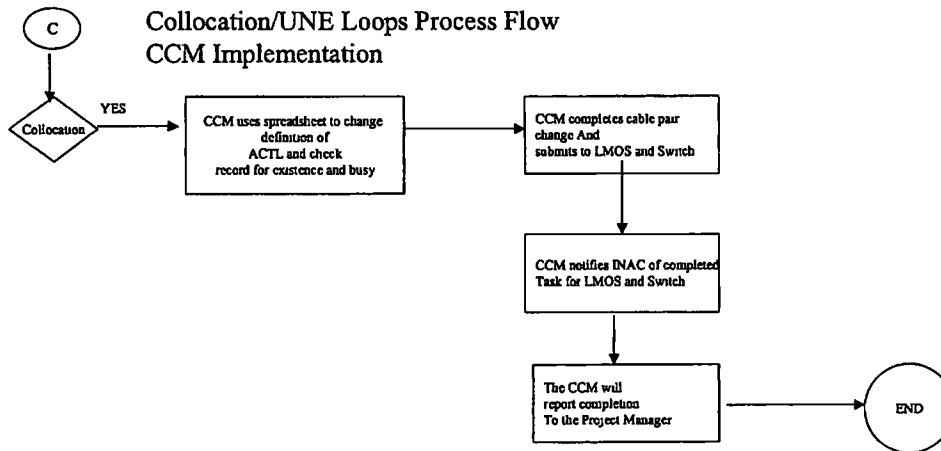
10.0 AFIG COLLOCATION ACTIVITIES



AFIG Collocation Steps / Inputs / Outputs

Steps	INPUTS	OUTPUTS
1	What do you need?	Transfer of Collocation spreadsheet.
2	Who should provide it?	Project Manager
3	What will you do?	Ensures a 15 day Freeze to perform task with 30 negotiated freeze with Project Manager
4	What do you need?	Project Manager sends AFIG matrix for any CLEC name changes
5	What is your completed product?	AFIG creates new cable ranges Removes old cable ranges
6	Where does it go when you complete your role(s)?	AFIG indicates work complete by Sending Project Manager a report From CAPR

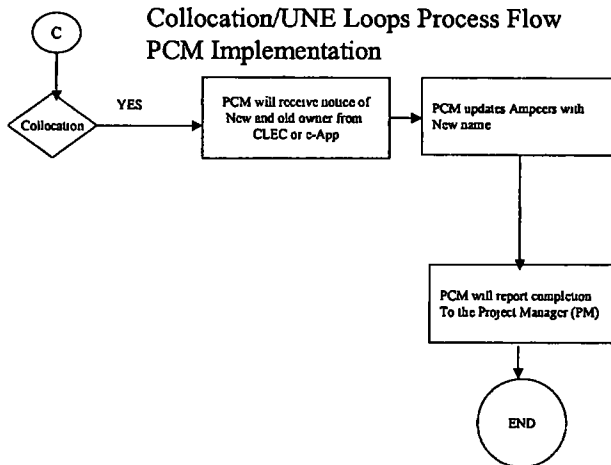
11.0 CIRCUIT CAPACITY MANAGER (CCM) ACTIVITIES



Circuit Capacity Manager (CCM) Steps/Inputs/Outputs

Steps	INPUTS	OUTPUTs
1	What do you need?	Seller's ACTL CLLI code, Reference number, new ACNA, list of all T1/T3 TIEs, fiber and cable pairs, and list of all working circuits
2	Who should provide it?	Project Manager
3	In what format should it be?	Spreadsheet
4	What do you do with it?	Change definition of ACTL and check records for existence and "busy". Complete a change of cable pair name and forward to LMOS and SWITCH
5	What is your completed product?	Change CFA to new owner and notice to INAC that information was sent to LMOS and SWITCH
6	Where does it go when you complete your role(s)?	LMOS, SWITCH, and INAC

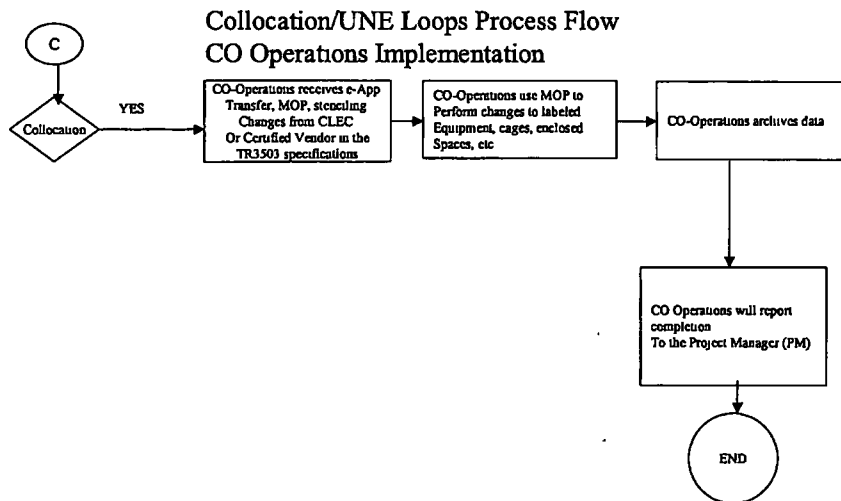
12.0 POWER CAPACITY MANAGER ACTIVITIES



Power Capacity Manager Steps/Inputs/Outputs

Steps	INPUTS	OUTPUTS
1	What do you need?	To be notified who the old and new owner is
2	Who should provide it?	CLEC on the e-APP
3	In what format should it be?	e-App
4	How will you receive it?	e-App
5	What do you do with it?	Simply update Ampeers with new name
6	What is your completed product?	Accurate Ampeers record
7	Where does it go when you complete your role(s)?	Report completion to PM

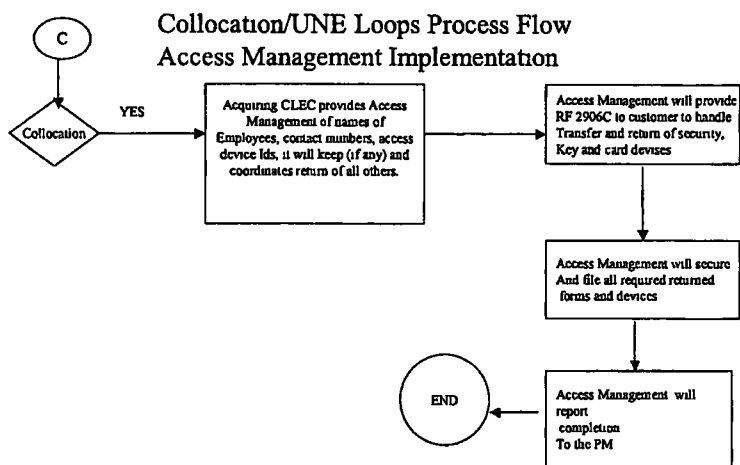
13.0 CENTRAL OFFICE OPERATIONS COLLOCATION ACTIVITY FLOW



Central Office Operations Collocation Steps/Inputs/Outputs

Steps	INPUTS	OUTPUTS
1	What do you need?	1) e-App Transfer 2) MOP from certified vendor describing work to perform 3) Stenciling changes on eqpt., cages, and enclosed space
2	Who should provide it?	1) CLEC 2) Certified vendor
3	In what format should it be?	Standard format and meets TR73503 requirements
4	How will you receive it?	1) e-App 2) Electronically & face to face meetings
5	What do you do with it?	Utilize MOP to ensure work is being performed safely and in a manner consistent with TR73503
6	What is your completed product?	Proper labeled equipment, cages, enclosed spaces, etc.
7	Where does it go when you complete your role(s)?	Network Managers archive file

14.0 ACCESS MANAGEMENT COLLOCATION ACTIVITIES



Access Management Collocation Steps/Inputs/Outputs

Steps	INPUTS	OUTPUTS
1	What do you need?	Names of employees from Buyer it keeps from Seller, contact name, tel # and e-mail for Buyer to coordinate return of access devices for all other employees of Seller
2	Who should provide it?	RCM coordination with Buyer contact
3	In what format should it be?	Excel spreadsheet or Word document
4	How will you receive it?	Electronic format or fax as a last resort
5	What do you do with it?	Buyer will be required to provide an approved RF-2906C to handle transfer of devices to Buyer, run report of ALL access devices issued to employees of Seller, send d Buyer contact requesting return of devices issued to employees NOT on payroll of Buyer, refer to Security for assistance if unable to retrieve devices
6	What is your completed product?	Key and Card Databases records are accurately updated
7	Where does it go when you complete your role(s)?	All documentation is kept in the Access Management office for audit purposes. Spreadsheets are prepared for Card/Key billing as appropriate.

15.0 BILLING COLLOCATION SPECIFICS

Billing Steps/Inputs/Outputs

Steps	INPUTS	OUTPUTS
1	What do you need?	Requests sent through CSORTS to the Specialty Group
2	Who should provide it?	Billing Specialists group will provide ordering/billing request
3	In what format should it be?	Billing Specialist will populate current CSORTS form accessed from the web
4	How will you receive it?	CSORTS is a mechanized system
5	What do you do with it?	When required fields are populated on CSORTS form, a Billing order will be issued
6	What is your completed product?	Accounts established to bill Customer, OR, Billing USOCs removed or added to customers account, OR, customer account is disconnected
7	Where does it go when you complete your role(s)?	Mechanized Confirmation given back to Billing Specialist group through CSORTS

16.0 COMMON SYSTEMS CAPACITY MANAGEMENT AND INTERCONNECTION NETWORK COORDINATOR

CSCM

#	INPUT	OUTPUT
1	What do you need?	Application
2	Who should provide it?	Project Manager
3	In what format should it be?	e-app
4	How will you receive it?	E-mail and/or e-App
5	What do you do with it?	When operational identities change we must update floor plans Provide documentation in cases of disputes
6	What is your completed product?	Updated central office floor plans
7	Where does it go when you complete your role(s)?	Saved in a file to assist CSCM with future space management

INAC

#	INPUT	OUTPUT
1	What do you need?	INAC is only involved to inform PM the information has been received and has been reviewed by CCM
2	Who should provide it?	e-App
3	In what format should it be?	NA
4	How will you receive it?	e-App
5	What do you do with it?	Check with CCM and "submit" the workbook upon their review
6	What is your completed product?	Notification
7	Where does it go when you complete your role(s)?	To the Project Manager

17.0 NETWORK INSTRUCTIONS FOR INTERIM TOS PROCESS

Circuit Provisioning Group Steps/Inputs/Outputs

Steps	Inputs	Outputs
1	What do I need?	Spreadsheet with required changes received by CPG SME & Programmer
2	Who provides this?	Project Manager
3	What do I do with the information?	1). Changes are made to in-effect records in TIRKS 2). In-effect WORD documents distributed to update WFA
4	What happens when updates are made?	Fall out report reviewed by SME 1). Fix TIRKS related errors 2). Forward others (i.e. circuits not found) to Project Manager
5	What completes my tasks?	Notify Project Manager of completion
6	Where does it go when you complete your role(s)?	Updated I.E. WORD distributed to WFA.

18.0 BILLING AND COLLECTIONS

Changes are required on the Q accounts when a CLEC assumes full or partial ownership of another customer's services. These requests are typically:

CLEC A **assumes** CLEC B's OCN(s) and Q Accounts or

- CLEC A establishes new OCN(s) and Q Accounts and will convert end-users from former customer Q account to the new Q account.

If CLEC A is assuming ownership of the OCN and Q account, the Q Account Group will be provided the following documentation:

- Copy of Level 1 and Level 2 Q Account Checklist
- NECA letter confirming ownership change from "former" owner to "new" owner
- Appearance of Transfer Agreement in CMAG
- Priority order of changes (if required). Ex: UNE 1st, Resale 2nd.
- Effective bill date provided by M&A Core Team

If CLEC A is assuming ownership of the former customer's OCN and Q account:

Step	Action
1	Prepare and email CLDB to update CLEC DB with new ownership information. Use legal entity name as appears in CMAG.
2	Upon confirmation of CLEC DB changes, prepare service order.
3	<p>Issue R order to change bill name and address on the Q account*. Use the effective bill date provided in the M&A transaction package or timeline provided by your M&A Core Team contact. Waive service order charges for name change by using "IBI WNR" in the Bill section of the service order. In Remarks, use the Project ID provided by the M&A Core Team contact for your department.</p> <p>Note: If this is a UNE Q Account, the UNECN USOC must be C and T'd to update the customer name information floated behind the USOC.</p> <p>*If this is UNE, close coordination is required due to manual Tapestry processes required for changes of this type. Your</p>



	M&A Core Team contact will confirm the date we may begin service order activity on UNE accounts.
4	Monitor the service order(s) for errors and for completion.
5	Send email confirmation of completion to M&A Core Team contact with service order number or a list of completed service order numbers for each Q account
6	End user accounts will be converted by the LCSC after completion of the Q account orders(s)..
7	Charges for the merger transaction are billed with 2 options based on negotiations with the M&A Chairperson and the Contract Negotiator: <ul style="list-style-type: none">• product specific level• lump sum billing with a narrative entry (all transaction service orders will waive all charges)

The Narrative entry on the record order Post Billing will issue to bill the charges will be formatted in the Bill section. Examples:

Q account Billing: *INAR,XXXXspaceXXspaceCHspaceM&A Project ID #XXXXXXX.
(EXAMPLE: *INAR,1500 00 CH M&A Project ID #ABC12345.)

CABS Billing: INAR 5000 00 CH BA Charge for Merger of Special Access Switched and Local Interconnection Trunks & Facilities between WTL and ATX



19.0 PMAP/SEEM

SEEM SELF-EFFECTUATING ENFORCEMENT MECHANISMS

Remedy (SEEM) payment processing will not be affected by a merger/acquisition transaction because the calculation of each sub metric is defined within a specific approved docket by each state's respective public service commission or utilities commission. A certified CLEC in a state is paid based solely on the defined sub metric calculation and defined exclusions.

Quest Changes

The QUEST application allows SEEM group users to perform functions necessary to View, Create, Update, and Merge Companies (Penalty Payment (PPMT) CLECs); View, Create, Update and Merge notes; conversations; bankruptcies; state certifications; and any relevant information concerning the PPMT CLECs.

As defined by the PMAP/SEEM member of the M&A Core Team, changes will be required to update the QUEST system in order to accommodate the M&A Transaction between the two CLECs.

Regardless of the M&A transaction type, QUEST notes will be updated on each PPMT company involved from the inception to the completion of the M&A transaction.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. In QUEST the company record for CLEC A will be merged with CLEC B.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the QUEST system for by definition both CLECs are still in business and will continue to operate.



Parity Analysis and Remedy Information System (PARIS) Changes

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the PARIS system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. The OCNs/ACNAs belonging to CLEC A may be added to the CMPNY_STATE_LKP table in the PARIS system as belonging to CLEC B depending on the specifications defined in the Merger/Acquisition Transfer Agreement. CLEC A VNDR_NUM record may be deleted from the CMPNY_STATE_LKP table. Additional changes/updates to the PARIS system may be required and will be specified by PMAP/SEEM member of the M&A Core Team (for example, VNDR_NUM change).

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the PARIS system for by definition both CLECs are still in business and will continue to operate.

Performance Measurement Analysis Platform (PMAP) Changes

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the PMAP system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then based on definition CLEC A (merged company) will no longer exist. The OCNs/ACNAs belonging to CLEC A may be added to the PMAP website as belonging to CLEC B depending on the specifications defined in the Merger/Acquisition Transfer Agreement. The COMPANY_STATE_LKP table will be updated to reflect that CLEC A is no longer in business. Additional changes/updates to the PMAP system may be required and will be specified by the terms of the Merger/Acquisition Agreement.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the PMAP system for by definition both CLECs are still in business and will continue to operate.



Supplier Transfer and Remittance (STAR) Changes

As defined by the PMAP/SEEM member of the M&A Core Team, changes may be required to update the STAR system in order to accommodate the M&A Transaction between the two CLECs.

If CLEC A is merging with CLEC B, then by definition CLEC A (merged company) will no longer exist. The SUPPLIER ID for CLEC A may be inactivated for the STAR system depending on the specifications defined in the Merger/Acquisition Transfer Agreement.

If CLEC A is acquiring part(s) of CLEC B's business assets (accounts/trunks/circuits/facilities/etc), then record changes to all downstream systems will be made by the appropriate BellSouth identity to move/change the acquired assets. No changes will be required to the STAR system for by definition both CLECs are still in business and will continue to operate.

20.0 BBI OPERATIONS

Affected Work Groups

The impact to BBI Operations is based on the type of activity and services involved in the merger.

The BBI representative on the M&A Core team will be responsible for providing status and implementation information to the appropriate BBI Operations functions. For the majority of the mergers, the BBI impact will be experienced after the merger activities begin. Meaning, the hold file groups could experience an increase in hold file and COPE errors. Depending on the type of orders issued, the Wholesale usage group could experience usage errors until orders are completed.

The BBI rate file groups, CRIS (for Resale and UNE involvement), IBS and CABS may have to update the rate file prior to order activity depending on the agreement with the customer on the billing of embedded services. The specifics of the rate file changes will be identified by the M&A core team and communicated to BBI Operations via the BBI representative on the M&A Core team.

See Attachment B for the BBI representative responsibilities and the "Information Sheet" that must be completed in order for BBI to have a complete picture of the M&A transaction.

Impacted BBI Operations areas:

CABS rate file – UNE, Access and local interconnection

IBS rate file - UNE

CRIS rate file (resale & UNE)

Wholesale Usage processing

Bill Media

CABS Service Order

CRIS Service Order

Wholesale bill verification (CABS and IBS)

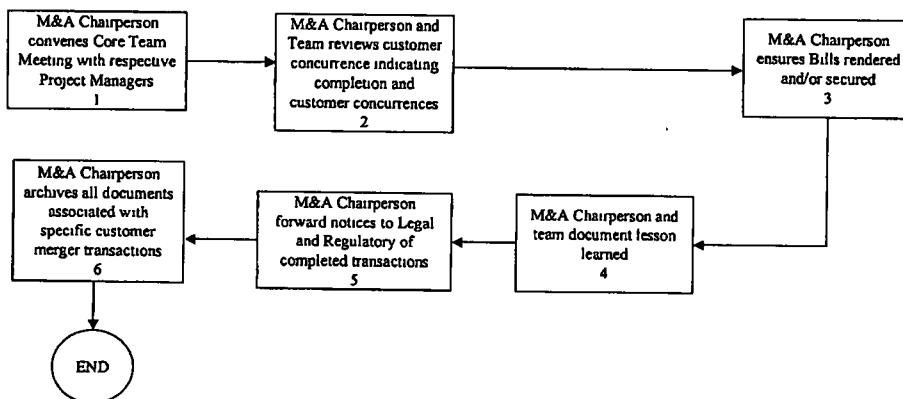


CABS rate file – UNE, Access and local interconnection
IBS rate file - UNE
CRIS rate file (resale & UNE)

Rate File Personnel	Wholesale Usage	Bill Media	CABS Service Order	Wholesale Bill Verification (CABS & IBIS)
Rate file personnel will update the rate files based on information provided on the M&A Information Sheet AND upon receipt of WCC Change Report.	Usage processing personnel will 1) monitor usage errors that might result as implementation of merger continues 2) update reference files, i.e., OLEC PARMLIB, CEO file, to reflect merger activities	Bill media personnel will update the appropriate CBO/GAC/ACNA tables to reflect merger activities.	The service order groups will monitor error volumes and work with ordering centers that may result as implementation of merger proceeds.	The bill verification personnel will verify bills to ensure billing is correct as a result of the merger.

20.0 PROJECT CLOSEOUT

Wholesale Mergers and Acquisitions Process Flow Project Closeout



20.1 Project Close-out Table

The Table below details the steps, accountable individuals, tasks, the inputs/outputs and the cycle time of each sub-process in the process flow Figure 21.0

Table 9 Project Cross-out Steps

Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
1	<p><u>M&A Chairperson convenes Core Team Meeting with respective Project Managers</u></p> <p>M&A calls meeting with project manager(s) and Core team to close out project and review all data relevant to merger or acquisition.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Notification of Completion of project by project manager(s) <p>Outputs:</p> <ul style="list-style-type: none"> acceptances 	<p>M&A Chairperson (A) Project Manager (R) Core Team (R)</p>	3 days
2	<p><u>M&A Chairperson and Team reviews customer concurrence indicating completion & customer concurrences</u></p> <p>The project manager is required to provide status of the project activities: all affected work group activities complete; customer approval of completion; all databases are accurate</p>	<p>Inputs:</p> <ul style="list-style-type: none"> WBS(s) <p>Outputs:</p> <ul style="list-style-type: none"> Completed tasks Customer approval 	<p>M&A Chairperson (A) Project Manager (R) Core Team (R)</p>	2 days
3	<p><u>M&A Chairperson ensures Bills rendered and/or secured</u></p> <p>The M&A Chairperson will require documentation of bills rendered or bills paid. If this is not available at the time, follow-ups will continue with Billing and Collections to ensure all payments are secured before the specific merger is closed.</p>	<p>Inputs:</p> <ul style="list-style-type: none"> Documentation of rendered or paid bills <p>Outputs:</p> <ul style="list-style-type: none"> Billing completion or follow-up 	<p>M&A Chairperson (A) Project Manager (R) ARM- B&C (R)</p>	0 days

Steps	New Sub-processes Activities	Inputs and Outputs	Resources and Level of Authority A-Accountable R-Responsible	Cycle Time
4	<u>M&A Chairperson and team document lesson learned</u> The M&A Chairperson documents specific lessons learned to improve the process going forward and possible remedies to broken process or activities.	Inputs: <ul style="list-style-type: none"> • Areas of Improvements from team members Outputs: <ul style="list-style-type: none"> • Lessons Learned 	M&A Chairperson (A) Project Team (R)	1 days
5	<u>M&A Chairperson forward notices to Legal and Regulatory of completed transactions</u> Written notification is provided to Legal and Regulatory indicated the merger & acquisition of the specific customer is complete.	Inputs: <ul style="list-style-type: none"> • Completed WBS(s) • Payments received • Lessons learned • Customer concurrences(s) Outputs <ul style="list-style-type: none"> • Notification to Legal and Regulatory 	M&A Chairperson (A)	2 days
6	<u>M&A Chairperson archives all documents associated with specific customer merger transactions</u> All documents associated with the specific merger or acquisition are archived by the Chairperson as specified in BST guidelines. The documents consist of Customer approved inventory, WBS(s), records indicating all systems are accurate, documents indicating all bills paid, lessons learned; notification to legal and regulatory; customer concurrence project is complete.	Input: <ul style="list-style-type: none"> • Notice to Legal and Regulatory project complete Output: <ul style="list-style-type: none"> • all records archived 	M&A Chairperson (A)	5 days



21.0 MERGERS & ACQUISITIONS GLOSSARY AND ACROYNMS

Merger - The consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The surviving company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically)

Asset acquisition - Company A acquires some or all of the property of company B. Typically asset acquisitions involve the transfer of some of the telephone "exchanges" operated by the selling company.

Company - A legal entity, formed under the laws of a particular state usually to operate a business of some type (e.g., provision of telephone service). Other types of legal entities that may perform similar functions include cooperatives, partnerships, limited liability corporations (LLCs), sub chapter S corporations, etc. For simplicity, all are referred to a "companies" in this document. As a legal entity, a "company" has the status similar to a person and can sign contracts, employ people, own assets (including other companies), and buy and sell goods and services.

ACNA Access Customer (Carrier) Name Abbreviation identifies the Common Language® code of the AC Inter LATA facility terminal location to which the bill is rendered. Also referred to as Interexchange Access Code (IAC). Only one code per company name is assigned.

M&A Chair Merger and Acquisition Chairperson

Acronyms:

ACAC	Access Customer Service Center
ACNA	Access Customer Name Abbreviation
ACTL	Access Customer Terminal Location
AFIG	Assignment Facility Investigation Group
ARM	Account Receivable Management
ASR	Access Service Request
ATOPS	Access/Local Taskmate Order Processing System
BAN	Billing Account Number
BBI	BellSouth Billing Incorporation
BST	BellSouth Telecommunication
BTN	Billing Telephone Number
CABS	Carrier Access Billing System
CATS	Calling Card and Third Number Settlement System
CCM	Circuit Capacity Management
CCNA	Customer Carrier Name Abbreviation
CIC	Carrier Identification Code



CISC	Carrier Interconnection Switching Center
CLEC	Competitive Local Exchange Company
CLLI	Common Language Location Identifier
CPG	Circuit Provisioning Group
CRIS	Customer Records Information System
CSORTS	Collocation Service Order Request Tracking System
CWINS	Customer Wholesale Interconnection Network Services
ERT	Executive Review Team
FORD	Facility Order
HITOPS	Hybrid Intranet Taskmate Order Processing System
ICSC	Interexchange Carrier Service Center
ILEC	Interexchange Local Exchange Carrier
IXC	Interexchange Carrier
LCM	Local Contract Manager
LCSC	Local Carrier Service Center
LNP	Local Number Portability
LSR	Local Service Request
MOP	Method Of Procedure
NBR	New Business Request
NICS	Non-Intercompany Settlements Systems
NIW	Network Information Warehouse System
OCN	Operating Company Name
OC&C	Other Charges & Credits
PARIS	Parity Analysis And Remedy Information System
PMAP	Performance Measure Analysis Platform
PTOPS	Project Taskmate Order Processing System
SEEM	Self Effectuating Enforcement Mechanisms
SME	Subject Matter Expert
RAO	Revenue Accounting Office
RCM	Regional Collocation Manager
TIRKS	Trunk Integrated Records Keeping System
TOPS	Taskmate Order Processing System; this department includes ATOPS, HITOPS, and PTOPS programs
TORC	Transfer of Ownership Records Change
TOS	Transfer Of Service
TSC Code	Two Six Code
UNE	Unbundled Network Element
USOC	Universal Service Order Code
WBS	Work Breakdown Schedule



APPENDIX

Checklists



MERGERS & ACQUISITIONS – LEVEL I PRELIMINARY CHECKLIST

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES.

IS THE SELLER CURRENTLY IN BANKRUPTCY?

YES ☐ NO ☐ IF yes, please provide Case #

I - COMPANY DATA

SELLER – Company Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME OF PARENT COMPANY			
LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CARRIER RELATIONS CONTACT	PHONE NUMBER	EMAIL ADDRESS	
NETWORK OPERATIONS CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

BUYER- Company Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME OF PARENT COMPANY			
LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CARRIER RELATIONS CONTACT	PHONE NUMBER	EMAIL ADDRESS	
NETWORK OPERATIONS CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

II – TYPES OF SERVICE IMPACTED

- ♦ LOCAL INTERCONNECTION TRUNKING / FACILITIES ☐
- ♦ SWITCHED ACCESS TRUNKING / FACILITIES ☐
- ♦ WIRELESS TRUNKING / FACILITIES ☐
- ♦ SPECIAL ACCESS ☐
- ♦ COLLOCATION ☐
- ♦ SS7 LINKS ☐
- ♦ OPERATORS SERVICE ☐
- ♦ RESALE ☐
- ♦ UNBUNDLED NETWORK ELEMENTS
 - UNE-P ☐
 - UNE-L ☐
 - UNE-TRANSPORT ☐

III – STATES IMPACTED

♦ AL ☐ FL ☐ GA ☐ KY ☐ LA ☐ MS ☐ NC ☐ SC ☐ TN ☐



ACCESS TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

EXISTING - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

NEW - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

FACTORS SECTION:

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>* or your BellSouth Account Team for more information.

As a result of this merger, you may have to update your quarterly factors reporting.



ACCESS TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

EXISTING - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

NEW - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

FACTORS SECTION:

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the Interstate, Intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>* or your BellSouth Account Team for more information.

As a result of this merger, you may have to update your quarterly factors reporting.



Q-ACCOUNT/PMAP/SEEM - MERGERS & ACQUISITIONS – LEVEL II CHECKLIST

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION. PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

EXISTING - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME		
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS
ACNA	CCNA	OCN
COMPANY BILLING NAME		

NEW - Customer Contact Information (If multiple ACNA, CCNA, OCN, CIC's, please provide on separate sheet)

LEGAL COMPANY NAME		
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS
ACNA	CCNA	OCN
COMPANY BILLING NAME		

LIST ALL OTHER LEGAL ENTITY NAMES INVOLVED IN THE MERGER / ACQUISITION

What is the effective bill date for this Merger / Acquisition?



LOCAL TRUNKING - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES

EXISTING - Customer Contact Information

COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

NEW - Customer Contact Information

COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

SPREADSHEET INFORMATION:

Please see attached inventory spreadsheet to be completed and validated with your BellSouth Account Team. A validated Inventory Spreadsheet must be completed and attached with Mergers / Acquisitions Pre-Planning document to proceed with planning.

FACTORS SECTION:

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide* @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf> or your BellSouth Account Team for more information.

As a result of this merger, you may have to update your quarterly factors reporting.



UNE - MERGERS & ACQUISITIONS – LEVEL II - PROJECT PREPLANNING

Project Scope / Definitions

SCOPE OF MERGER / ACQUISITION PLEASE PROVIDE DESCRIPTION OF MERGERS AND CHANGES.

EXISTING - Customer Contact Information

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

NEW - Customer Contact Information

LEGAL COMPANY NAME			
CUSTOMER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
CUSTOMER PROVISIONING CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH ACCOUNT TEAM CONTACT	PHONE NUMBER	EMAIL ADDRESS	
BELLSOUTH LOCAL CONTRACT MANAGER CONTACT	PHONE NUMBER	EMAIL ADDRESS	
ACNA	CCNA	OCN	CIC

FACTORS SECTION:

Jurisdictional factors are utilized to apportion the billing of BellSouth Access and Local Interconnections Services between the interstate, intrastate and local jurisdictions. The rates, terms and conditions applicable to the provision of services are determined based upon the jurisdictional use of the service. Please refer to the *BellSouth Jurisdictional Factors Reporting Guide* @ <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf> or your BellSouth Account Team for more information.

As a result of this merger, you may have to update your quarterly factors reporting.



Questionnaire Section:

Is acquiring customer currently set up to use EDI, LENS, or TAG/XML for issuing LSRs?

EDI ☐ LENS ☐ TAG/XML ☐

Will Collocations sites be impacted with Merger / Acquisition?

YES ☐ NO ☐

Are there higher-level services that will be impacted?

OC-n ☐ Rings ☐ STS ☐ DS3 ☐

Will there be changes made to ACNA, CCNA, OCN, CIC?

ACNA ☐ CCNA ☐ OCN ☐ CIC ☐

Will there be changes required to the 11-character ACTL CLLI?

YES ☐ NO ☐

Will there be changes made to any NPA-NXX codes?

YES ☐ NO ☐

If yes, please list NPA-NXX codes affected

Will there be changes to LRN / N-PAC database?

YES ☐ NO ☐

Will there be changes to LNP Directory Listing Q-Accounts?

YES ☐ NO ☐

Will there be E-911 services affected?

YES ☐ NO ☐

If yes, have contract issues been addressed with BellSouth Account Team?

YES ☐ NO ☐

Will there be changes required to branding on OPS / DA services?

YES ☐ NO ☐

Will there be requirements to make changes on PIC / LPIC

YES ☐ NO ☐

If yes, please provide written description of changes



Spreadsheets

Designed Loops

Transfer Ownership Records Change for DESIGNED UNE Circuits

Project ID									
Project Manager		Project Manager E-mail address.						Project Ma	
CLEC		State		ACTL:					
CLEC contact name (ZRCI Info):		CLEC contact number:							
New ACNA:		Old ACNA							
New CCNA		Old CCNA							
New CA Name:		Old CA Name:							
Circuit ID	OLD BAN	NEW BAN	CABLE	LCON	LCON Number	PON	DD	CS	
1									
2									
3									
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5									
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UNE-P

Main ATN	BTN	OCN	PON	Contact Name	Contact TN
----------	-----	-----	-----	--------------	------------



New ACN ZXC
New ACNA ZXC

New CIC

New CCNA ZXC

Project Manager : **Bob Allen**
PH # : **2057140258**
Email: **bob.allen@bellsouth.com**

Old ACN. ZXL
Old ACNA. ZXL

Old CCNA. ZXL

Issue Date: 2/1/2004
Project ID: LTLSUMERG0404

Old	CIC
-----	-----

Old OCN

[illegible]



Special Access

	A	B	C	D	E	F	G	H
1	Project ID		Old IXC Name.					
2	Project Manager		New IXC Name					
3	PH #		New IXC Project Manager:					
4			PH #					
5			Bill Name					
6	Email:		Billing Address.					
7	Issue Date							
8			Bill Contact					
9	State	Old ACNA/CCNA	New ACNA	New CCNA	N.BAN	ECCKT		PORTION TO DD
10								



BBI Info Sheet

Chairperson Name & Number:		
BBI Contact Name & Number:		
Effective Date of Merger:		
Effective date of billing changes:		
Acquired Customer Info		Acquiring Customer Info
Company Name		Company Name
ACNA		ACNA
CCNA		CCNA
CIC		CIC
OCN		OCN
Services Impacted		Y/N - Location
Switched Access Usage		
Switched Access Trunks		
Switched Access Facilities		
Special Access		
Wireless - MPB		
Wireless - non-MPB		
Local Interconnection Usage		
Local Interconnection Trunks		
Local Interconnection Facilities		
UNE Loops		
UNE-P		
UNE Transport		
Resale		
Operator & DA services		
Collocation		
SS7 Links		
Questions:		Answers:
Will charges be assessed on circuit by circuit basis or via lump sum transaction?		
If lump sum, at what level? BAN level by state? State Level?		
Region Level? Account number?		
If lump sum, what amount? Jurisdiction?		
Will services continue to be billed from Seller Contract? If so, for how long?		
Should OC&Cs for recurring be generated?		
Should OC&Cs for UNE usage be generated?		
Is OCN being assumed by acquiring company? If not, when will orders be issued to change OCN?		
Is ACNA being assumed by acquiring company? If not, when will orders be issued to change to new ACNA?		
If ACNA isn't changing, should ACNA be associated with the GAC of acquiring company?		
Is CIC being assumed by acquiring company? If not, when will orders be issued to change to new CIC?		
Are Point code changes being made?		
If access services, are there any bill guarantee issues that need to be addressed?		
Have NPA NXX codes be identified as belonging to acquiring CLEC?		
If so, have all national databases been updated? New code memos sent with all NPA NXX and CLLICODES?		
Has LECREF file been updated?		
List all NPA NXX codes affected		
Has RAO code changed? Should they?		



21.0 Exhibits

EXHIBITS

Exhibit 1 - Transfer Agreement

INTENTIONALLY LEFT BLANK



Customer Responsibility Letter

In general:

- Contact BellSouth as noted in the notices section of the Interconnection Agreement or your Account Team Representative
- Request PSC approval of the acquisition
- Verify all NECA changes and additions
- Submit all changes to CIC, OCN, ACNA, CCNA, etc on the governing body letterhead
- Complete and submit credit profile
- Complete and submit level 1 checklist
- Provide inventory spreadsheets
- Submit a letter providing the details of the “assumption of services”
- Should be from the ‘acquiring’ customer on their letterhead
- Should document how the ‘transferring’ customer’s ACNA and/or OCN will be used in the issuance of service orders if applicable.
- Provide all legal names that are used or will be used in the application to BellSouth
- *Sign the Transfer Agreement*

If collocation:

- Customer prepares an application in e-Application, prints the application, but does not submit the application until the agreement is finalized and the distribution of applications is authorized)
- The customer (buyer) and/or certified vendor is responsible for ALL re-stenciling. This includes, but is not limited to, Virtual equipment and/or cable/pair interconnection points.



Exhibit 2

Transfer of Ownership

Customer Information Package

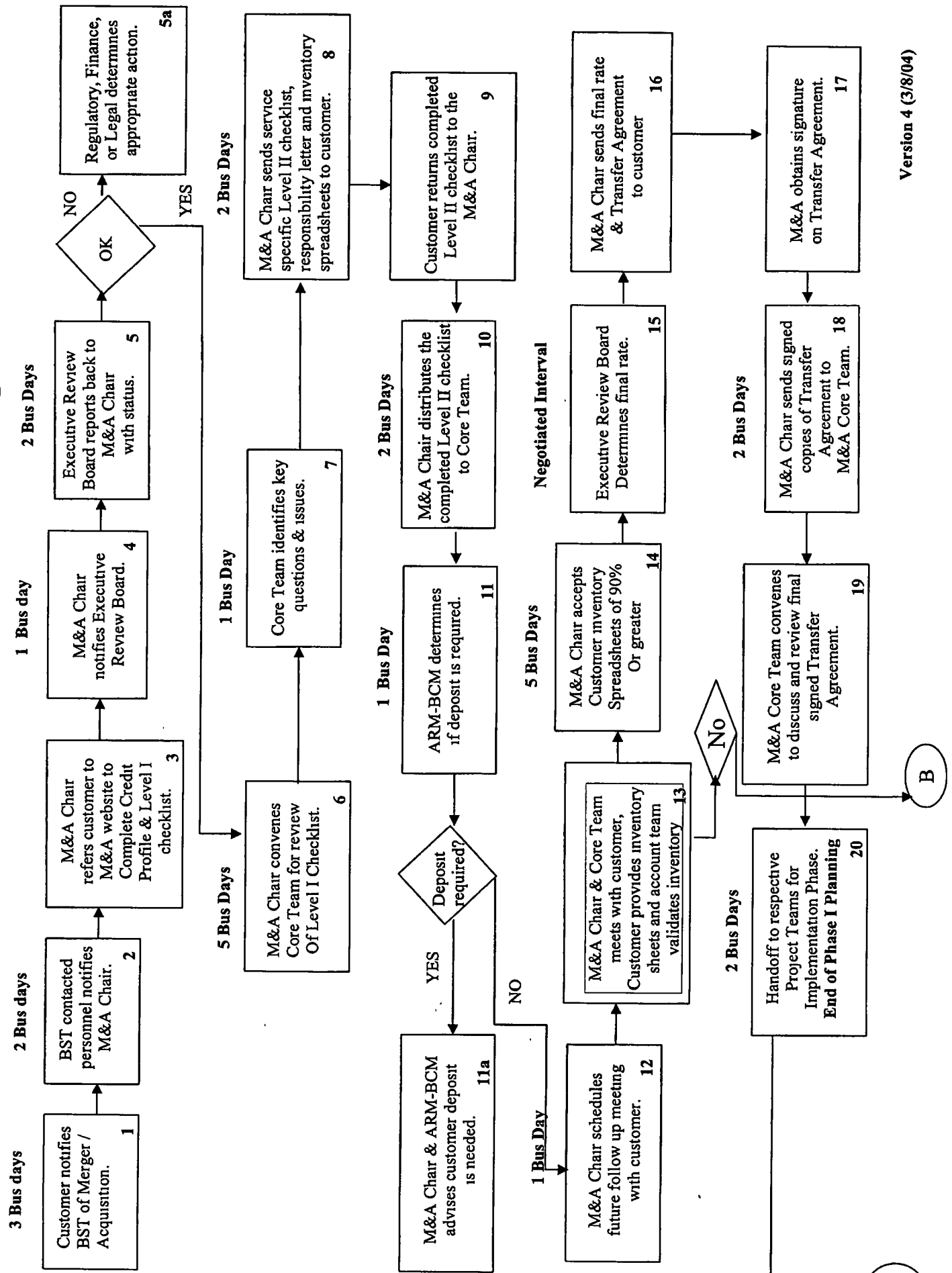
1. Submit a Letter of Authorization (LOA) for the transfer and release of the of the collocation arrangement(s).
Should be from the 'transferring' customer on their letterhead.
Should include the Reference Number for each arrangement.
2. Submit a letter providing the details of the "assumption of services"
Should be from the 'acquiring' customer on their letterhead
Should document how the 'transferring' customer's ACNA will be used in the issuance of service orders for services.
3. Submit a complete list of the Collocation Billing Account Numbers (BANS) that will be transferred.
4. Submit a complete list of all terminations (CFA) and circuits for each arrangement that will be transferred.
Use the attached template and provide all requested information.
4. Submit a hard copy of the application to transfer ownership for each collocation arrangement being transferred.
Enter the application in BellSouth's eApplication system. Print a copy of the application but do not submit it until the *Transfer Agreement* has been signed.
5. Submit a *Virtual Collocation Equipment Inventory/Acceptance List* for each virtual collocation arrangement.
6. Contact your Contract Negotiator to discuss any necessary contractual revisions.
7. Sign the *Transfer Agreement*
8. Submit the applications(s) once the *Transfer Agreement* has been signed and all information and details are complete.



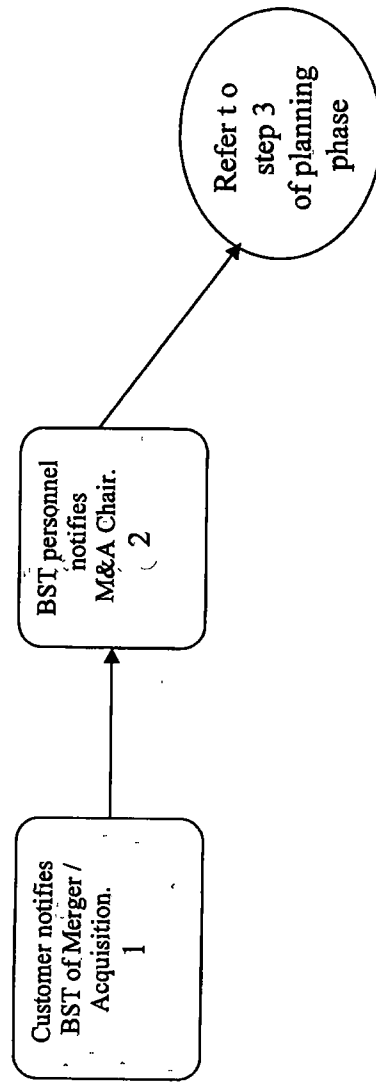
BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 6-11(A)-1
Attachment 2

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 6-11(A)-1**

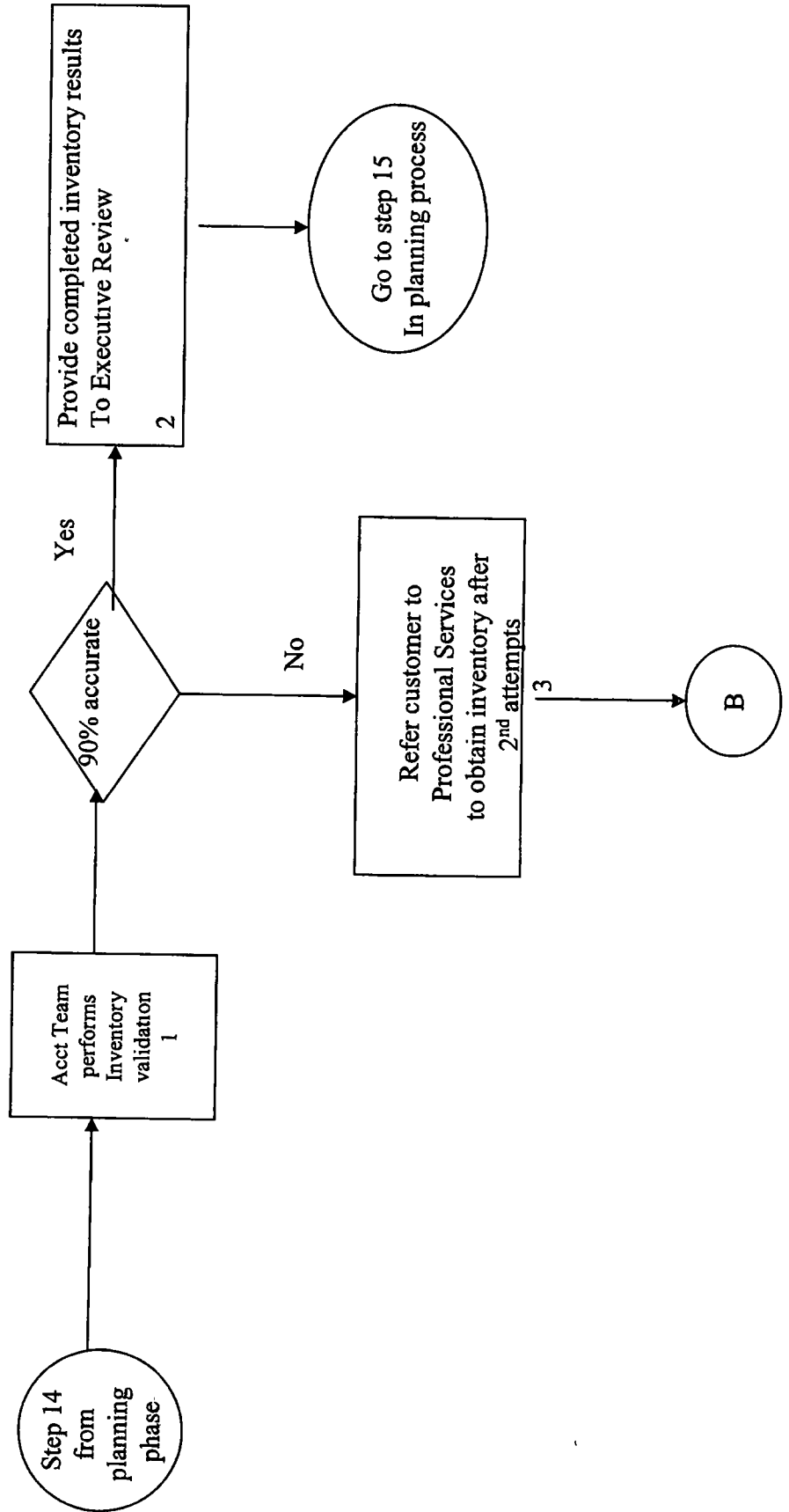
Wholesale Mergers and Acquisitions Planning Process Flow



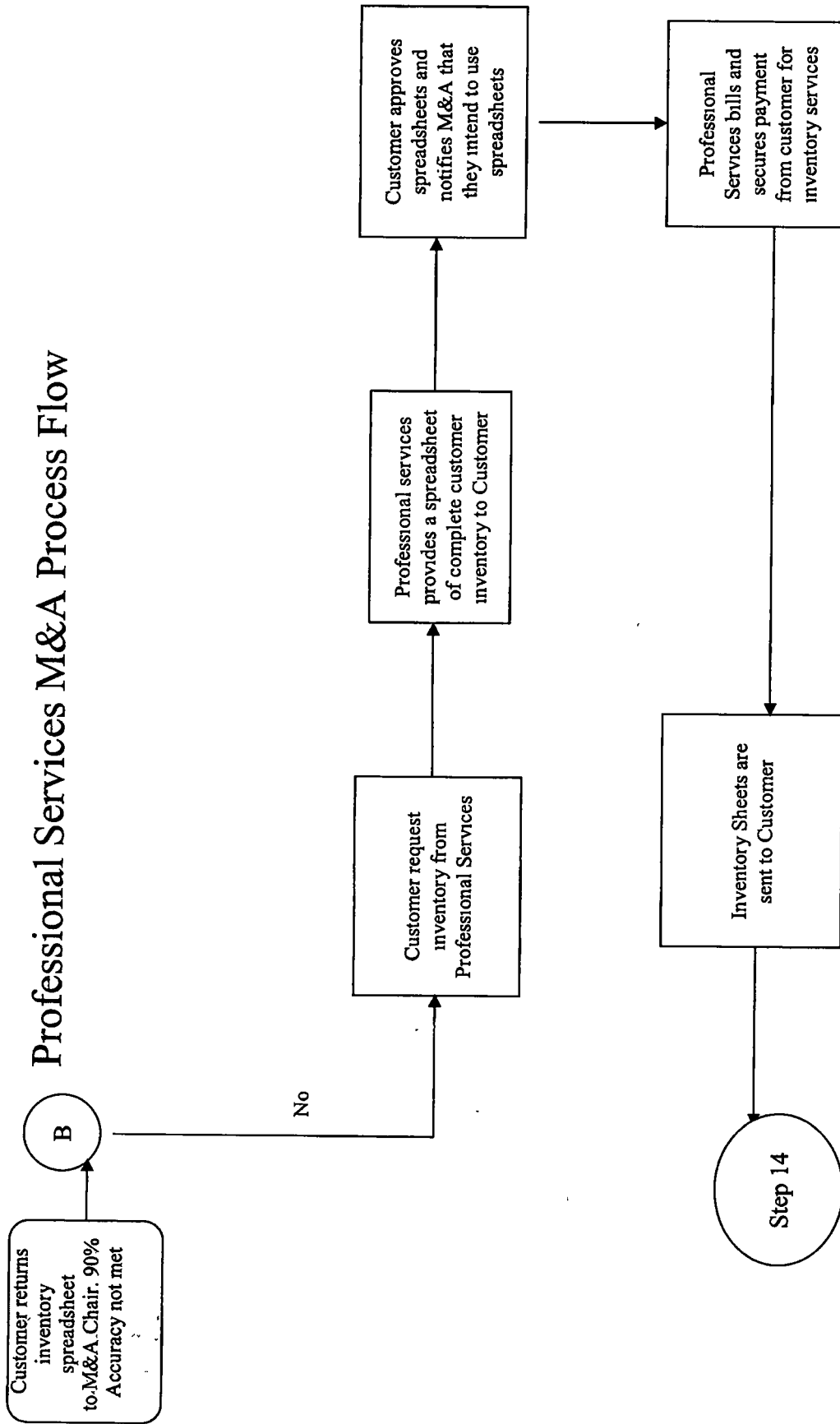
Work Entry Process



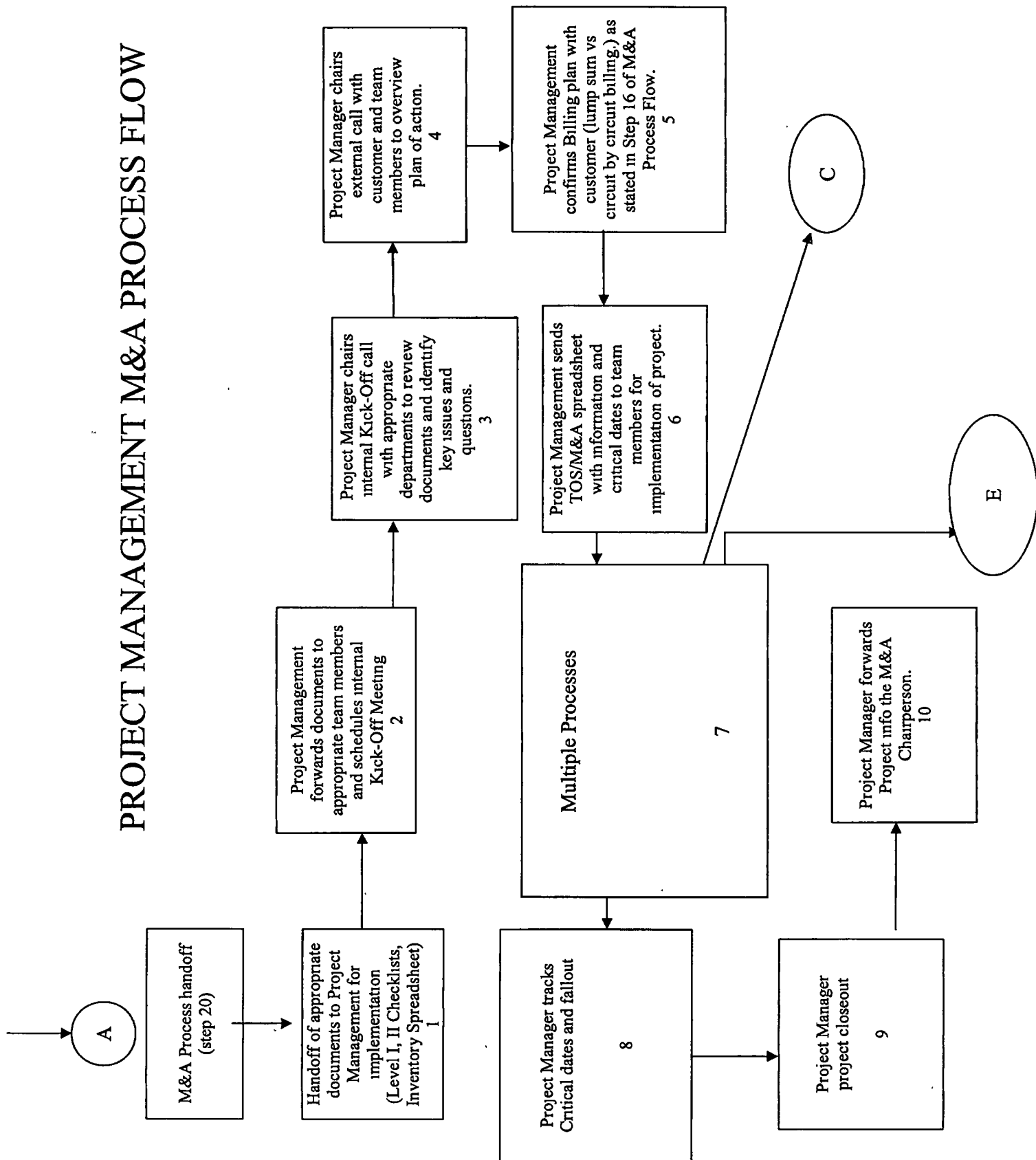
Account Team M&A Planning Process Flow



Professional Services M&A Process Flow

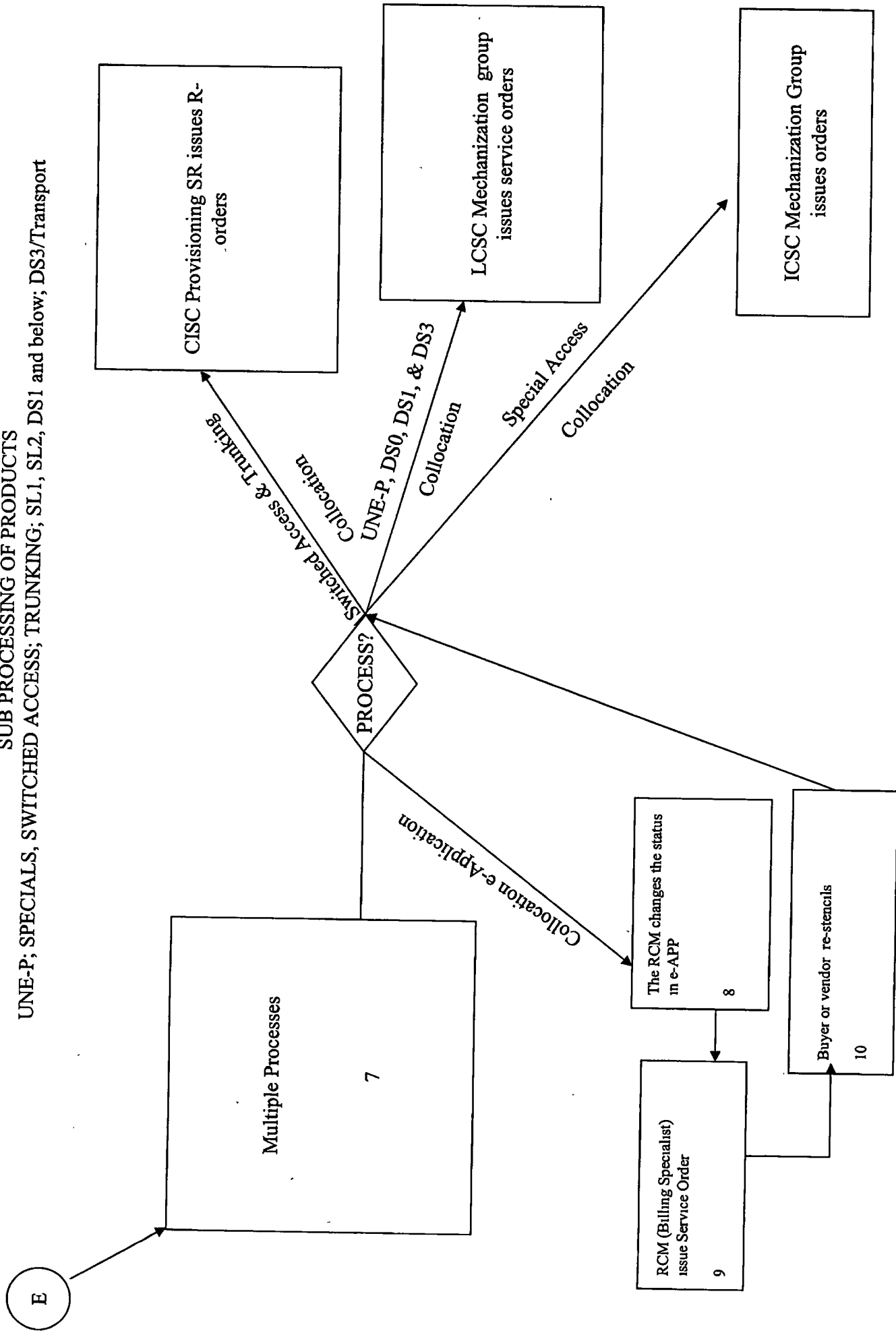


PROJECT MANAGEMENT M&A PROCESS FLOW

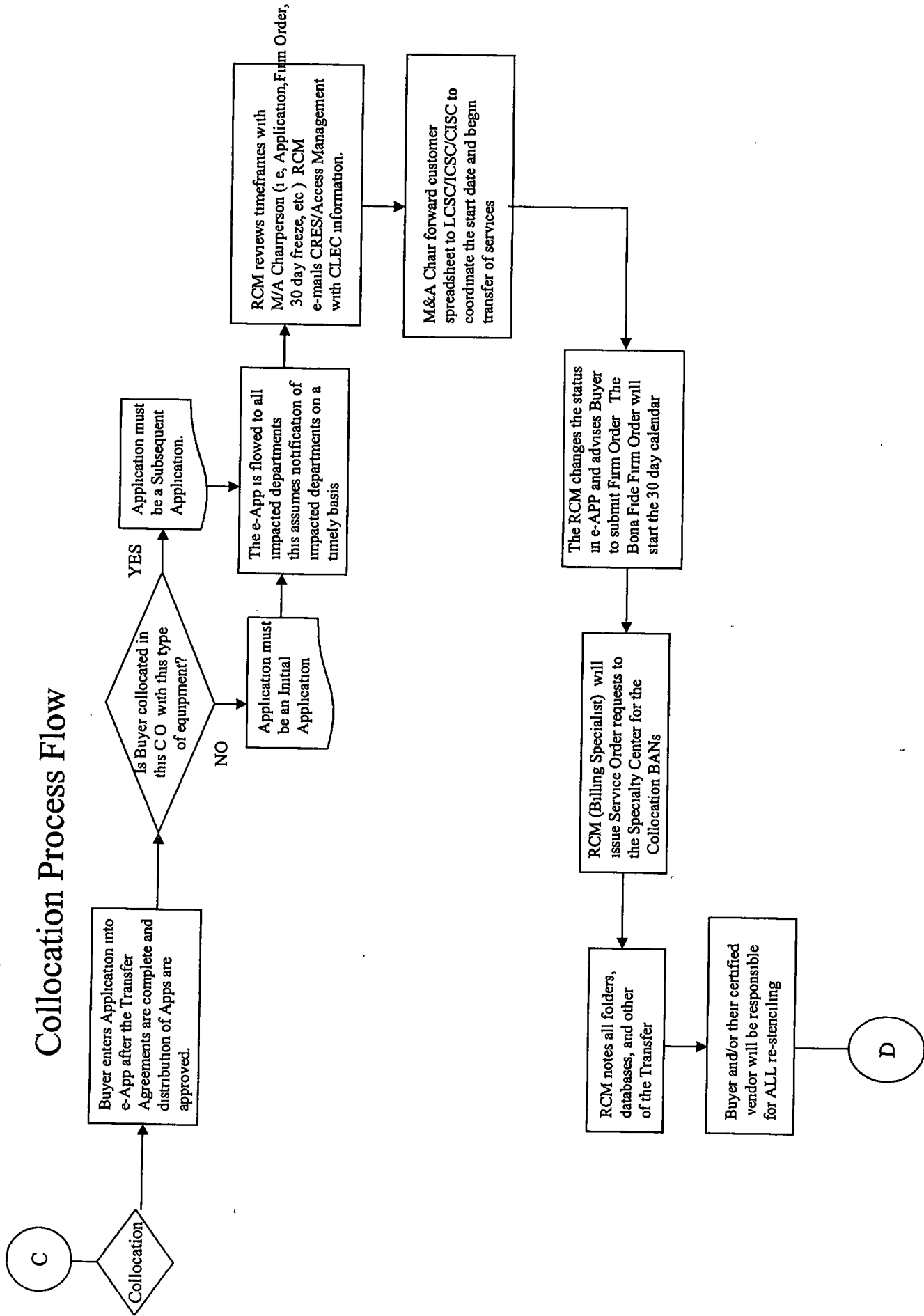


SUB PROCESSING OF PRODUCTS

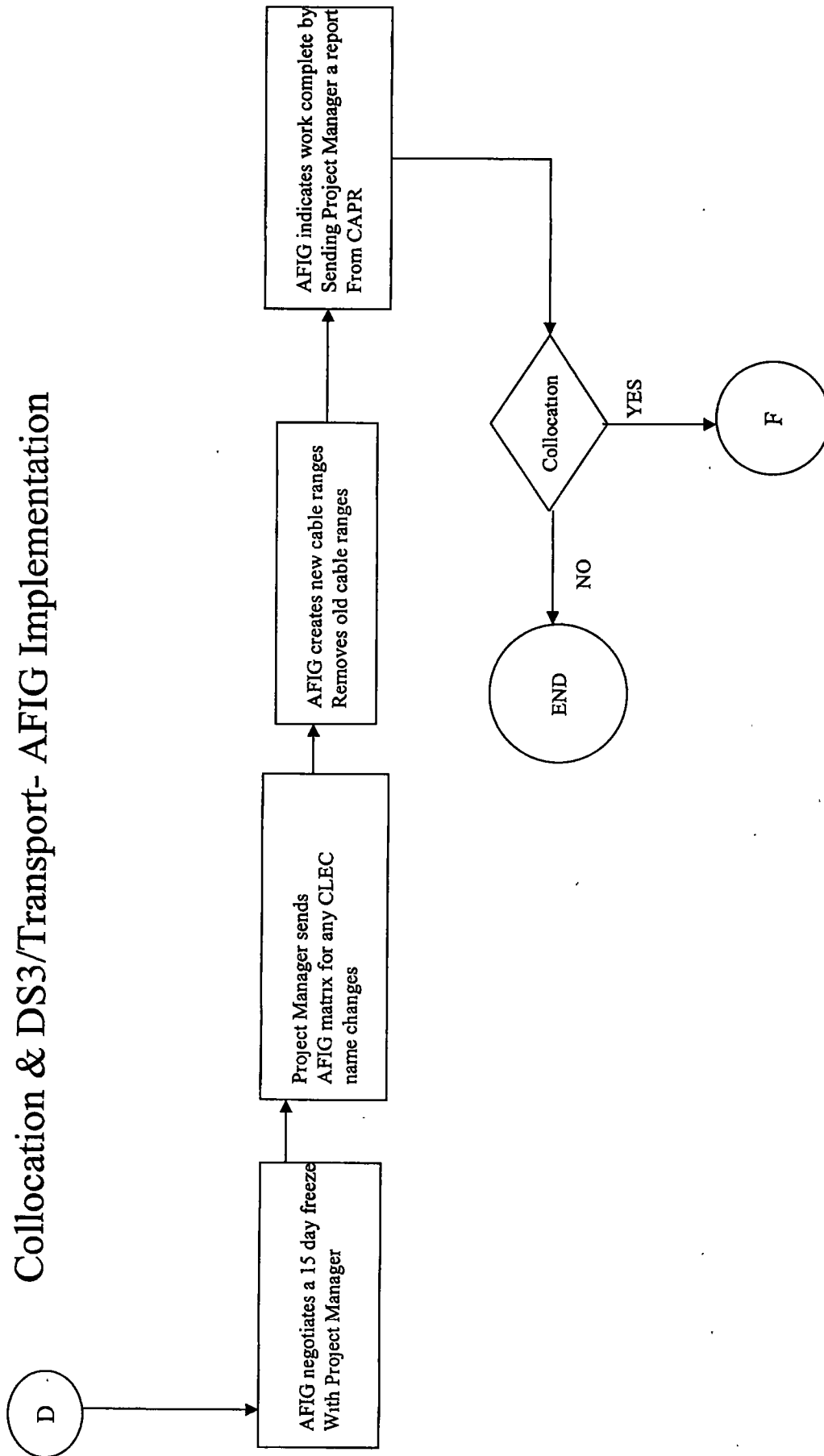
UNE-P; SPECIALS, SWITCHED ACCESS; TRUNKING; SL1, SL2, DS1 and below; DS3/Transport



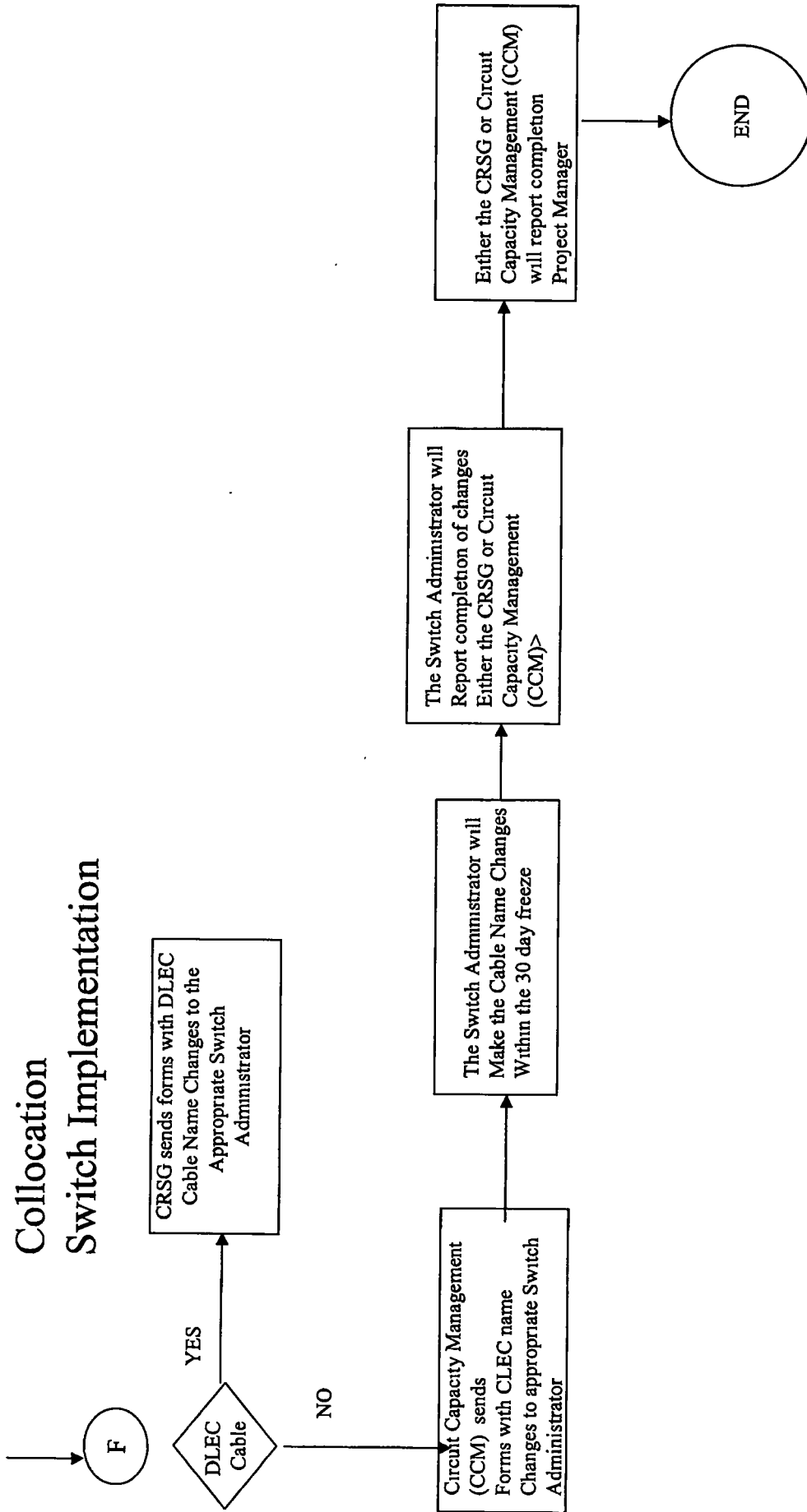
Collocation Process Flow



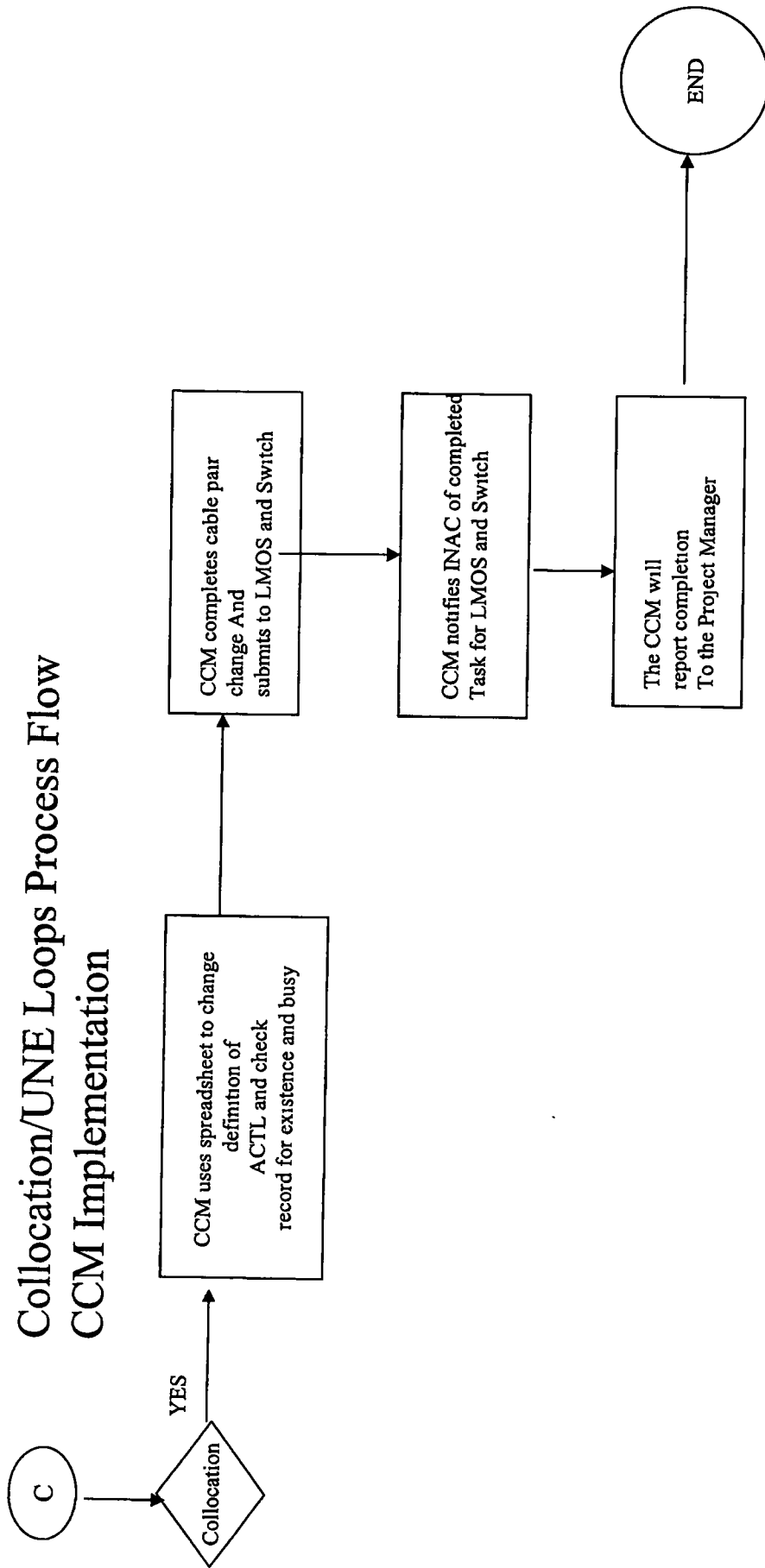
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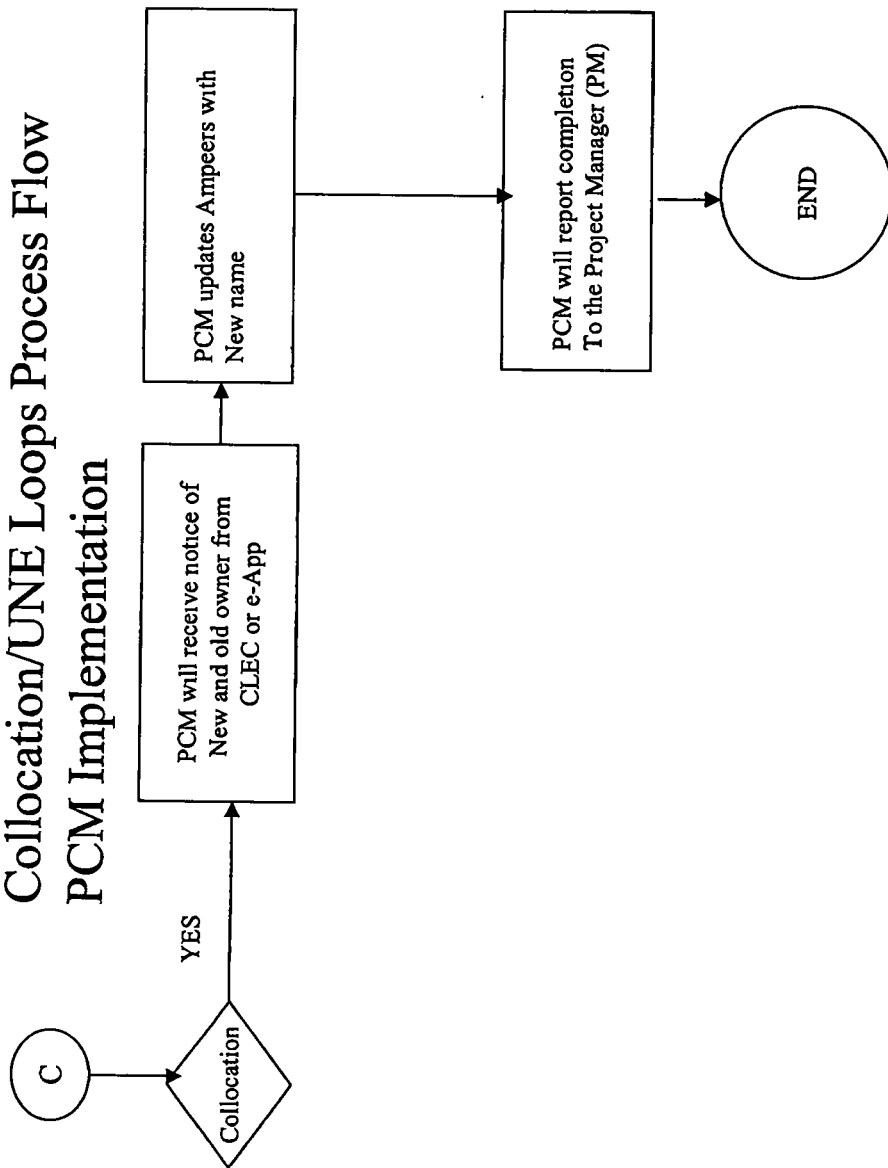
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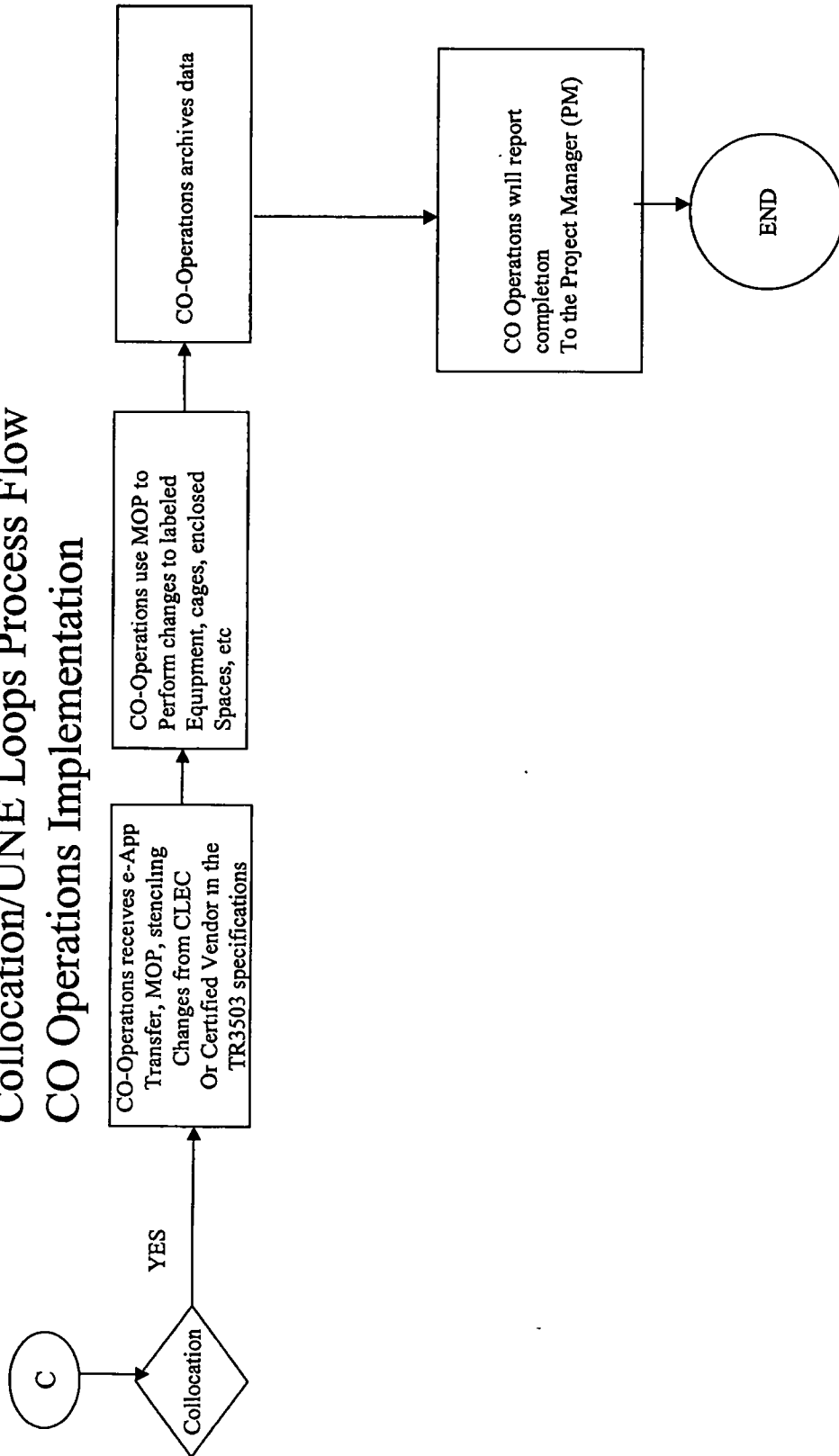
Collocation/UNE Loops Process Flow CCM Implementation



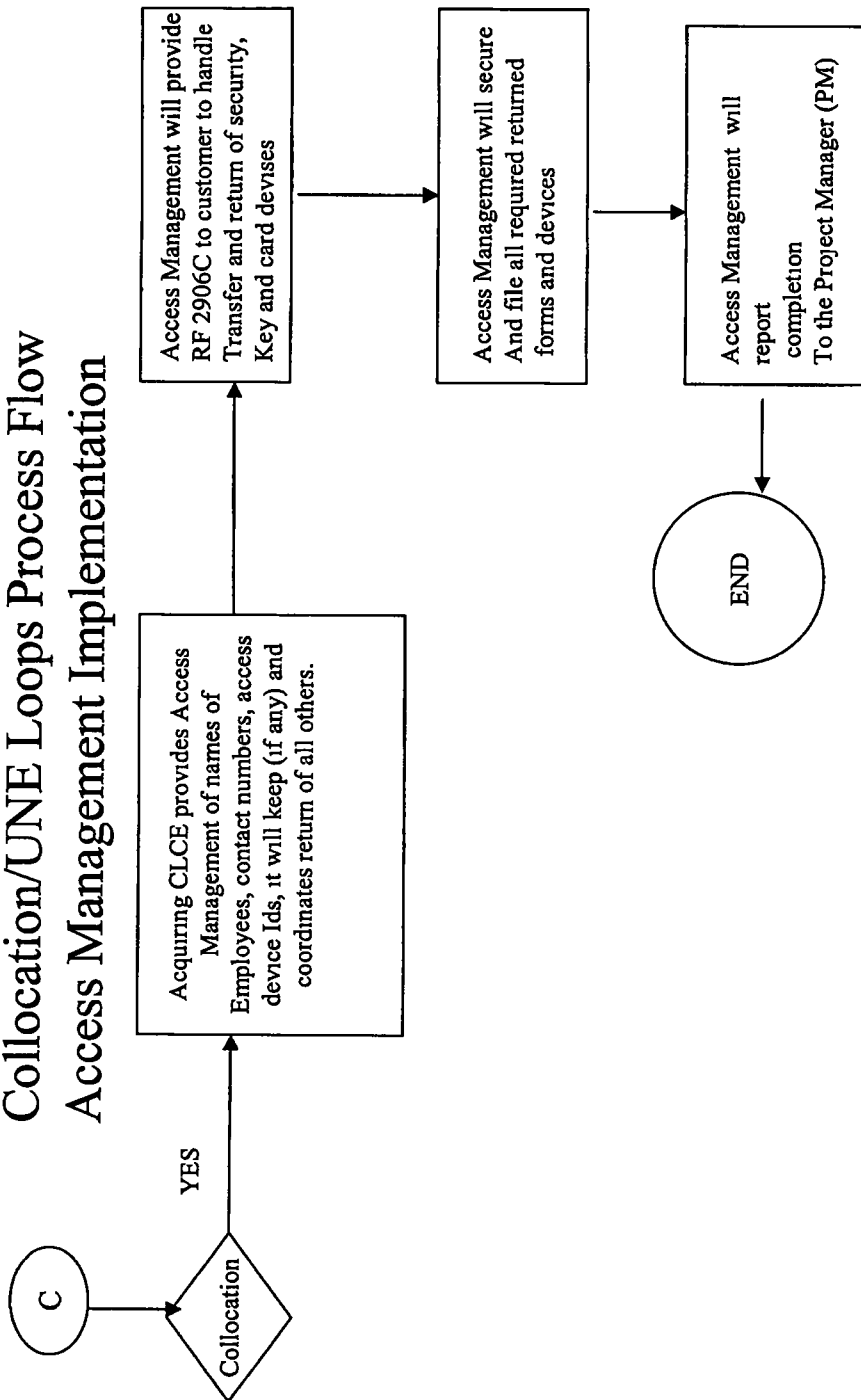
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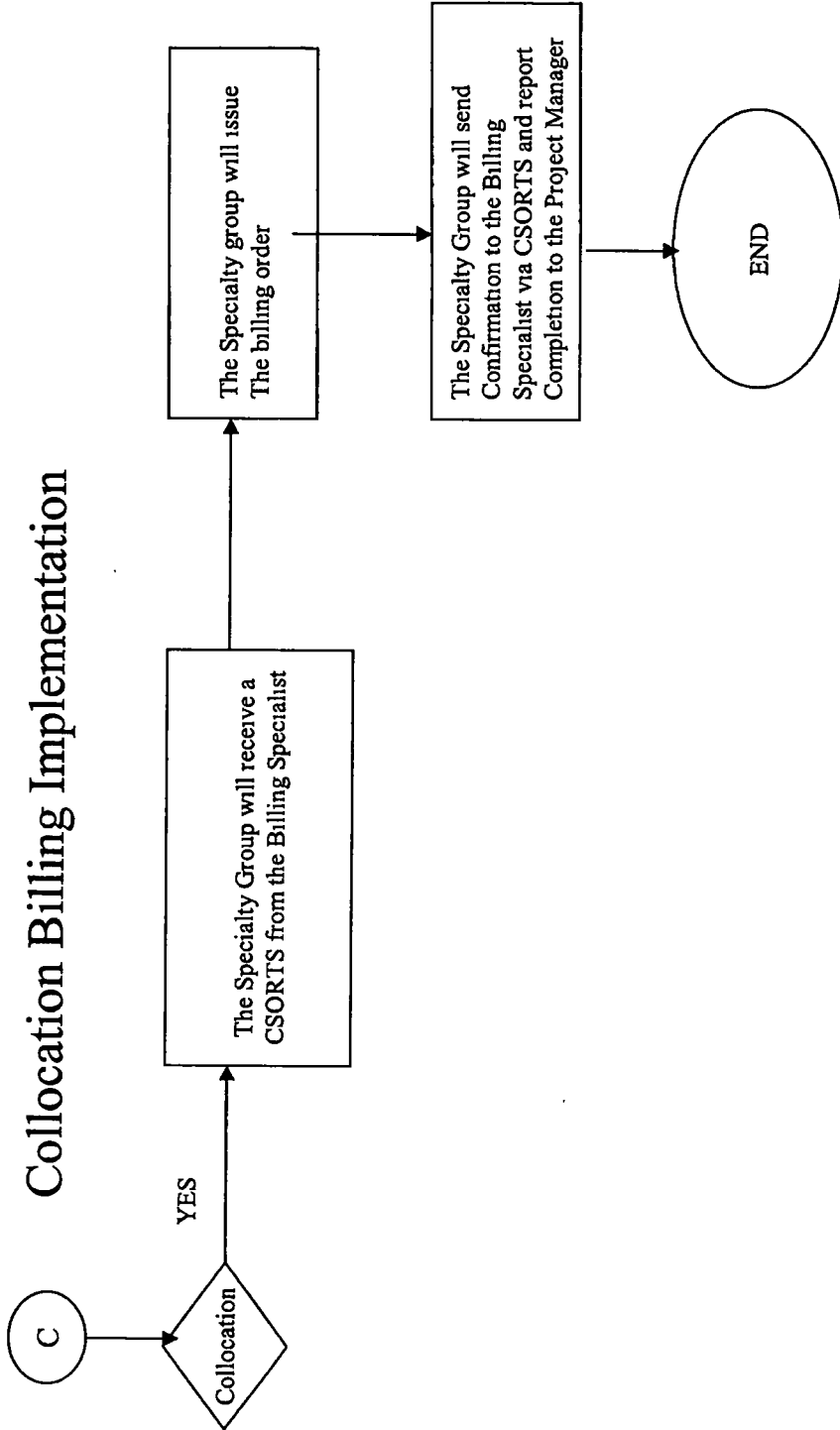
Collocation/UNE Loops Process Flow CO Operations Implementation



Collocation/UNE Loops Process Flow Access Management Implementation

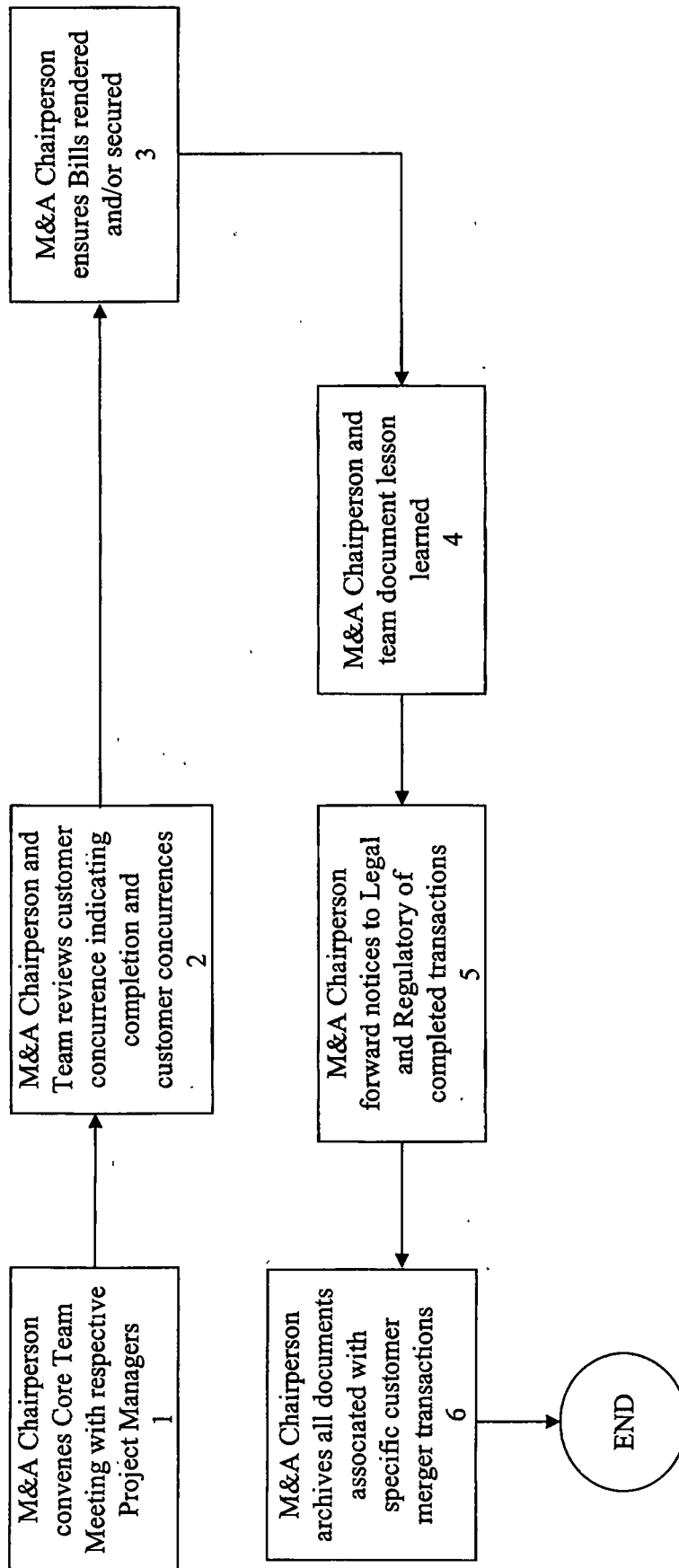


Collocation Billing Implementation



Wholesale Mergers and Acquisitions Process Flow

Project Closeout



- ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-11(A)-2 requesting that you identify and describe all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because no CLEC has requested a mass migration of customers.

ISSUE: Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 6-11(A)-3 requesting that you identify and summarize (including the date, location, precipitating event, and any resolution or disposition) all instances in which BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.

RESPONSE: BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Complaints filed by other carriers regarding the mass migration of customers are not relevant to the specific issues in this proceeding. BellSouth also objects on the grounds that the request is unintelligible and on the grounds that it requires BellSouth to create documents, which is in violation of the Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, BellSouth does not have any responsive documents for the State of Alabama.

ISSUE: If so, what rates should apply?

REQUEST: Provide all documents identified in response to Interrogatory 6-11(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: What should be the interval for such mass migrations of services?

REQUEST: Provide all documents identified in response to Interrogatory 6-11(C)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: Should there be a time limit on the parties' ability to engage in backbilling?

REQUEST: Provide all documents identified in response to Interrogatory 7-1-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth is unaware of any document that discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to backbilling under an interconnection agreement. BellSouth's policy is to backbill CLECs pursuant to the terms provided in interconnection agreements, which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm

- ISSUE: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?
- REQUEST: Provide all documents identified in response to Interrogatory 7-2(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-2(A)-2.

- ISSUE: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?
- REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-2(A)-2 requesting that you identify and state the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to this objection and without waiving this objection, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-2(A)-2.

ISSUE: What intervals should apply to such changes?

REQUEST: Provide all documents identified in response to Interrogatory 7-2(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's Request for Production of Documents, Item No. 6-11(A)-1.

ISSUE: What intervals should apply to such changes?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-2(B)-2 requesting that you identify the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's Request for Production of Documents, Item No. 6-11(A)-1.

ISSUE: When should payment of charges for service be due?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-3-1 requesting that you explain and describe the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth states that there are no circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date and therefore no documents responsive to this request.

ISSUE: When should payment of charges for service be due?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-3-2 requesting that you identify and summarize the what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request. Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-3-2.

ISSUE: What interest rate should apply for late payments?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-4(A)-1 requesting that you identify the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth states that this information is contained in the standard interconnection agreement which is publicly available at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-4(A)-1.

ISSUE: What fee should be assessed for returned checks?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-4(B)-1 requesting that you identify, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

RESPONSE: See Attachment 7 of BellSouth's Standard Interconnection Agreement which is publicly available at:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-4(B)-1.

ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Provide all documents identified in response to Interrogatory 7-7-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Provide all documents identified in response to Interrogatory 7-7-2, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months' billing.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

- ISSUE: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?
- REQUEST: Provide all documents identified in response to Interrogatory 7-8-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

- ISSUE:** Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?
- REQUEST:** Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-8-2 requesting that you state the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs.
- RESPONSE:** BellSouth objects to this interrogatory on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Information relating to BellSouth's payment and dispute of CLECs bills is irrelevant to any issue in this proceeding. Moreover, BellSouth objects on the grounds that the interrogatory is vague and ambiguous as the interrogatory contains instructions that are unintelligible.

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Provide all documents identified in response to Interrogatory 7-11-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement which is available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. In addition, see BellSouth's Statement of Generally Available Terms provided in BellSouth's response to the First Joint Petitioners' First Request for Production of Documents, Item No. 2-18(B)-1. Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-4(B)-1. Furthermore, see the attached, which are proprietary and will be provided upon the execution of a protective agreement.

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 29242
Joint Petitioners' 1st Request for Production
April 6, 2004
Item No. 7-11-1

**ATTACHMENT TO REQUEST FOR PRODUCTION
ITEM NO. 7-11-1 IS PROPRIETARY**

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Provide all documents relied upon, referred to, reviewed, analyzed or discussed in response to Interrogatory 7-11-2 requesting that you identify and explain the "material change in circumstances" to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Responses to Joint Petitioner's First Request for Production of Documents, Item 7-11-1 and the Joint Petitioners' First Set of Interrogatories, Item No. 7-4(B)-1.

ISSUE: Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

REQUEST: Provide all documents identified in response to Interrogatory 11-1(A)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR.

RESPONSE: BellSouth objects to Interrogatory No. 11-1(A)-1 on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this interrogatory. BellSouth further objects to this interrogatory on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

The information requested can be found at the following website:
http://cpr.bellsouth.com/clec/docs/all_states/index7.html.

ISSUE: If so, how should these costs be recovered?

REQUEST: Provide all documents identified in response to Interrogatory 11-1(B)-1, including documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR.

RESPONSE: See BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 11-1(A)-1.